CONFIDENTIAL

_	_									17,628,172	\$ 149,650,000   \$ 7,628,172		
				Ш									
,		51,487.09	ONLY COMM. FIGURES WERE GIVEN 3		Boone Picheos interests, Ltd.	\$ 678,804.84	3/18/2009	\$ 228,823.52		\$ 225,288	<b>3</b> 2,000,000	6078052	Principal
what AIG told me, they wouldn't give me a number	1,738,58	1,738.58	88,928.75	Bonne Pickens interests, Ltd.	Boone Pickers Interests, Utt.			\$ 109,470,91					American General
this is my calculation based on	\$ 8,692.88 his	8,69286	\$ 434,643,00 \$	Boons Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	\$ 1,159,047.56	3/13/2009	\$ 555,051.59	=	⊢	_	U10043389L	American Gezerel
The last premium was paid 2/8/08 as there wouldn't likely be a refunded since the year 3 premium hearn't yet been paid	L	E; CARRIER WOULD NOT GUARANTEE	MAY BE SAFE; CAR	Boone Pictone trioresta, tid.	Boone Pickens Interests, Ltd.	\$ 855,525.00		\$ 178,987.18	2/1/2007	\$ 285,175	\$ 5,000,000	156230782	AXA Equitable
	RIER	TO OBTAIN DATA FROM CARRIER	UNABLE TO OB	Boone Pickans Interests, Lid.	Boone Pickers Interests, Ltd.	\$ 840,250.14	3/18/2009	П	6/22/2007		3,500,000	207088203USU \$	Metropolitan Life
		Should be SAFE		Boone Pickens Merests, Ltd.	jBoone Pictens Interests, Ltd.	-	39860	\$ 82,389.00	3/7/2008 \$	\$ 160.251	1,600,000	15634291 \$	MassMetual
	7			Cowboy Athletics, inc.	Cowboy Afterios, inc.	671,400.00		1			5,000,000	15827986	Mass Motual
last premium paid in January 08; estimates calculated by KJ	comewhat lesa las than \$ 14,169 esl	somewhat less than \$3,542	30m6What less than \$708,476.21 st	Boone Pickens Interests, Ltd.	Boone Pictens interests, Ltd.	\$ 1,416,852,21	3/18/2009	\$ 440,645,10	1/8/2008	1	01N1375046 \$ 10,000,000 \$ 708,476		Lincoln Benefit Life
	<b>8</b>	SAFE no commission paid since 2006	SAFE		Communities Foundation of Texas for the benefit of the Boxte Pictens Foundation Fund	3/18/2009 5 14,178,585.00	1	\$ 10,209,181,72	5/21/2004	1	35,000,000	80123414 \$	Transamerica
calculation based on promium provided by Trans	,	14	\$ 577,437,64 \$	Boone Pickens interests, Ltd.	Done Pickens Interests, Ltd.	_	3/18/2009	\$		665,530	000,000,00	42276331	Transamenca
limates calculated by KJ	1,223.61	911,80 \$		Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	\$ 489,443.00	39880		1	489,443	\$ 5,000,000	65086136	Transamerica
estimates calculated by KJ	1,768.47		S 58,848.00 9	Boone Pickens interests, Ud.	Some Pickens Interests, Ltd.	9 353,694,00	3/16/2009	3 104,535.61	-	_	3 2,050,000	85069275	Тивливного
		TAN DATA FI	UNABLE TO OB	Boone Pickens interests, Ltd.	Boone Pickens interests, Ltd.	\$ 1,794,144.00	3/18/2009		9/8/2005	\$ 448,538	\$ 10,000,000	97614363	Phoentx
		Should be SAFE		Boone Pickens Interests, Ltd.	Boxos Pickens interests, Ltd.	2		\$ 422,981.25	1	╄	\$ 9,750,000	93230415	John Hencock
		Should be SAFE		Boone Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	\$ 157,049,44	3/18/2009	\$ 25,611.11	2/1/2007	\$ 62,351	500,000	225104 3	Ganworth
		Should be SAFE		Boone Pickens Interests, Ltd.	Soone Pickens Interests, Ltd.	\$ 2,242,110.00	3/18/2009	\$ 592,357,14	\$/4/2007		\$ 10,000,000	V1228949	Prudential
		Should be SAFE		Boone Pickans Intorests, Ltd.	Boone Pickens Interests, Ltd.	\$ 275,051,50	29890	\$ 37,647,70		_	_	6207677	Penn Mutual
		Should be SAFE		Boons Pickens Interests, Ltd.	Boxne Pickens Interests, 1.14.	\$ 323,280.00	3/18/2009	\$ 103,311.77	2/1/2007	\$ 107,760	\$ 1,250,000	B500012740	Nationwide
		Should be SAFE		Oklahoma State University Foundation	Education District Control of the Co	\$ 600,194.00	3/18/2009	\$ 02,058,26	2/1/2007	5 269,398	5,000,000	7313350	Lincoln Malional
	1			Boons Pickens Interests, Ltd.	Boone Pickens Interests, Ltd.	\$ 272,445.84	84,430.76   3/18/2009   \$	\$ 24,430.76	9	15	,~	JF5566202 S	Jefferson-Pilot
NOTES	Agent Comm. Impacted	SAF Comm. impacted	Potential Chargeback (pramium)	Baneficlary	Owner	Total Deposits to date 4/3/2009	Surrender CV as of	Ag septiating	Policy Date	Amusi Premium		Policy Number   Face Amount	ksaurance Carrier
		AS OF 4/2/09											
			1							node	нде толину г	2. Illustration - paying as is but change to monthly mode	2. Illustration - pa
												Xeiblifuz	1. Klustration - O premiums
									Huuk	TISUIAIICE AUUII			
									Andi	Incurrence Audit			
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1	IN THE UNITED STATES DISTR	ICT COURT
2	FOR THE NORTHERN DISTRICT	OF TEXAS
3	DALLAS DIVISION	
4	THE LINCOLN NATIONAL LIFE ) INSURANCE COMPANY,	
5	Plaintiff,	
6	vs.	
7	COWBOY ATHLETICS, INC. and T. BOONE PICKENS.	
8	Defendants.	
9		
10	COWBOY ATHLETICS, INC. and T. BOONE PICKENS.	
11	Counterclaimants,	
12	vs.	
13	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY,	CASE NO.
14	Counterdefendant.	3-10-CV-173-P
15		
16	COWBOY ATHLETICS, INC. and T. BOONE PICKENS,	
17	Third-Party Plaintiffs,	
18	vs.	
19	MANAGEMENT COMPENSATION GROUP	
20	LEE, INC., et al.,	
21	Third-Party Defendants.	(COPY
22	**********	******
23	ORAL AND VIDEOTAPED DEPOS	SITION OF
24	CHERYL ALEXANDER November 21st, 201	
25	**********	, *******
Į.		

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Ţ	ANSWERS AND VIDEOTAPED DEPOSITION of
2	CHERYL ALEXANDER, taken at the instance of the
3	Defendants, Countercolaimants and Third-Party
4	Plaintiffs Cowboy Athletics, Inc., et al., on the 21st
5	of November, AD, 2011, in the above styled and numbered
6	cause at the offices of Bickel & Brewer, 4800 Comerica
7	Bank Building, 1717 Main Street, Dallas, Texas, before
8	Wes R. Perryman, a Certified Shorthand Reporter in and
9	for the State of Texas, pursuant to the Federal Rules
10	of Civil Procedure and the provisions stated on the
11	record.
12	APPEARANCES
13	ADDEADING EOD THE DIAINTIFE AND COUNTEDDEFENDANT THE
14	APPEARING FOR THE PLAINTIFF AND COUNTERDEFENDANT THE LINCOLN NATIONAL LIFE INSURANCE COMPANY:
15	MR. GREGORY J. STAR
16	Drinker, Biddle & Reath, LLP 1177 Avenue of the Americas, 41st Floor
17	New York, New York 10036-2714 andrew.lorin@dbr.com
18	grant.nichols@dbr.com, david.brown@dbr.com joseph.evangelista@dbrcom,
19	gregory.star@dbr.com
20	APPEARING FOR THE DEFENDANTS, COUNTERCOLAIMANTS AND
21	THIRD-PARTY PLAINTIFFS COWBOY ATHLETICS, INC., ET AL.:
22	MR. TIMOTHY J. MORRIS MR. RENÉ J. KERN
23	Gianelli & Morris 888 West 6th Street, 9th Floor
24	Los Angeles, California 90017 tim.morris@gmlawyers.com
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**UARS** 

```
1
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 2
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 5
              joel.reese@rgmfirm.com, alya.taha@rgmfirm.com
              brad.gordon@rgmfirm.com
 6
 7
    APPEARING FOR THIRD-PARTY DEFENDANT JAMES GLENN TURNER,
     JR.:
 8
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              Dallas, Texas 75202
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              howie@stacyconder.com
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     APPEARING FOR THIRD-PARTY DEFENDANTS LARRY ANDERS AND
     SUMMIT ALLIANCE FINANCIAL, LLP:
13
              MR. JEREMY D. CAMP
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16
              Dallas, Texas 75201
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              jyc@bickelbrewer.com
17
18
                    -and-
              MR. SAMUEL A. MILLS
19
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20
              Dallas, Texas 75240
              smills@fishmanjackson.com
21
22
    ALSO APPEARING: Mr. John Lee
23
                       Mr. Glenn Turner
                       Mr. David Guerra, Videographer
24
25
```

**UARS** 

15:57:05 1	MR. GORDON: Objection, form.
15:57:12 2	MR. MORRIS: Did, to your knowledge,
15:57:13 3	anyone at Mr. Lee's company make any effort to contact
15:57:16 4	the insureds through any means to let them know that
15:57:23 5	their signatures had been affixed on these policy
15:57:26 6	illustrations that were submitted to Lincoln National?
15:57:31 7	THE WITNESS: Not to my knowledge.
15:57:36 8	Q. (BY MR. MORRIS) Mr. Lee didn't request that
15:57:37 9	you do that?
15:57:38 10	A. No.
15:57:39 11	Q. Did Mr. Turner request that you do that?
15:57:41 12	A. No.
15:57:41 13	Q. Did you ask Mr. Turner whether it was
15:57:43 14	appropriate to cut and paste the insureds' signatures
15:57:48 15	from the application forms onto the Lincoln National
15:57:51 16	policy illustration forms?
15:57:53 17	A. No.
15:57:53 18	Q. Did Mr. Lee indicate to you at any point in
15:57:56 19	time that that was okay?
15:57:58 20	A. Yes.
15:57:59 21	Q. When did he first so indicate to you?
15:58:02 22	A. He didn't indicate to me. I know that he
15:58:05 23	told Amber asked him about it, was my understanding.
15:58:08 24	Q. Before she did it?
15:58:10 25	A. Yes.

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signatures in order to get them back to them so 16:00:45 1 quickly? 16:00:48 2 16:00:50 3 MR. CAMP: Objection. THE WITNESS: I don't know that it ever 16:00:50 4 16:00:51 5 I mean, I don't think anything -- I don't 16:00:54 6 think they ever said, "How did you get them this fast?" 16:00:58 7 I don't think that was ever questioned. MR. MORRIS: And you never volunteered --16:01:00 - 8 16:01:02 9 strike that. 16:01:10 10 THE WITNESS: We had -- you know, we had 16:01:11 11 the owner's signature and his instructions not to 16:01:15 12 contact the insured -- the insureds, but I don't think 16:01:18 13 anyone -- I never heard anyone object to it. 16:01:22 14 MR. MORRIS: Were any of Mr. Holder's signatures lifted from others -- other signatures that 16:01:24 15 16:01:28 16 he had made and placed on policy illustrations? 16:01:31 17 THE WITNESS: Not to my knowledge. (BY MR. MORRIS) There would be no reason to 16:01:35 18 Q. 16:01:36 19 do that, correct, because you could FedEx it back --Α. 16:01:39 20 Right. 16:01:40 21 Q. -- and forth in a day? Α. 16:01:41 22 In fact, some of the things he signed 16:01:44 23 he faxed back to us to get them to us quickly. 16:01:47 24 Q. Did Ms. Ivey ever indicate to you that apart 16:01:49 25 from the instructions she received from Mr. Lee to cut

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**UARS** 

16:01:53 1 16:01:58 3 16:02:00 16:02:03 4 5 16:02:07 16:02:10 6 16:02:12 7 16:02:12 8

16:02:14 9

16:02:16 10

16:02:22 11

16:02:25 12

16:02:29 13

16:02:32 14

16:02:33 15

16:02:35 16

16:02:39 17

16:02:42 18

16:02:46 19

16:02:49 20

16:02:51 21

16:02:52 22

16:02:53 23

16:03:00 24

16:03:06 25

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and paste insureds' signatures from the Lincoln National applications and put them on the policy illustrations she also received instructions at some point in time from Mr. Lee to cut and paste Mr. Holder's signature and put them on applications -on policy illustrations?

> Objection, form. MR. GORDON:

THE WITNESS: Let me back up a minute. First of all, to my knowledge, he never told her to cut and paste. What he said was when she asked if -- you know, what to do about the signature, what he said was, "They are going to drop by today." And that meant "cut and paste." But he didn't actually say those words.

- (BY MR. MORRIS) Okay. They are going to drop by today? That's known --
  - Α. That's very common in the insurance industry.
- Q. And the phrasing "they are going to drop by today" is we are going to put whoever's signature is required on this form, quote, because they are going to drop by today, end quote, knowing that they are not going to drop by.
  - Α. Yes.
- So by some method, be it cut and paste, Xerox, Q. tracing signatures or anything in between, the common knowledge was, "they are going to drop by today," you

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**UARS** 

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put that person's signature on that form.
       1
16:03:10
                           MR. GORDON:
                                          Objection, form.
16:03:14
       2
                           THE WITNESS:
                                          Yes.
       3
16:03:15
                           MR. MORRIS:
                                          I'm sorry, your answer was?
16:03:16
       5
                           THE WITNESS:
                                          Yes.
16:03:18
                      (BY MR. MORRIS) How long had, to your
                Q.
16:03:21
       6
            knowledge, the "they are going to drop by today"
       7
16:03:22
            practice been employed by Mr. Lee's office?
       8
16:03:27
                Α.
                      I really don't know.
16:03:31
                Q.
                     Decades?
16:03:32 10
16:03:33 11
                Α.
                     Oh, I have no idea.
                Q.
                     When is the first time you heard that "they
16:03:36 12
16:03:40 13
           are going to drop by today" language?
                      I honestly don't know.
16:03:43 14
                Α.
                Q.
                     In the 1990s had you heard that language?
16:03:44 15
16:03:48 16
                Α.
                     Probably.
16:03:51 17
                Q.
                     And sometime during your employment with
16:03:54 18
           Mr. Lee, you came to understand what that meant.
16:03:58 19
                Α.
                     Yes.
16:03:58 20
                Q.
                     Did he explain it to you?
                Α.
16:03:59 21
                      I don't know that he explained it to me.
16:04:02 22
           really don't remember who told me what that meant,
16:04:04 23
           but --
                Q.
                      Did Ms. Ivey seem to understand what "they are
16:04:04 24
           going to drop by today" meant?
16:04:08 25
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**UARS** 

e K	16:04:10 1	A. Yes.
	16:04:10 . 2	Q. Had you and she ever discussed what "they are
	16:04:14 3	going to drop by today" meant to the two of you?
	16:04:18 4	A. No.
	16:04:25 5	Q. After strike that.
	16:04:27 6	Did you observe Ms. Ivey cutting and
	16:04:29 7	pasting signatures onto policy illustrations?
	16:04:36 8	A. Yes,
,	16:04:36 9	Q. And did she express to you any misgivings
	16:04:39 10	about doing that?
	16:04:42 11	A. No, she didn't. I think she felt the same
,	16:04:45 12	thing we all did, that the owner had signed off on it
	16:04:49 13	and they are paying for it and it really was kind of a
	16:04:52 14	moot point.
	16:04:53 15	Q. You understood that Lincoln National was
	16:04:55 16	requiring the insured's signature on those policy
	16:04:58 17	illustrations, though, however. Correct?
	16:05:02 18	MR. STACY: Objection, form.
	16:05:02 19	MR. GORDON: Objection, form.
	16:05:04 20	MR. CAMP: Objection, form.
	16:05:05 21	MR. STAR: Objection, form.
	16:05:05 22	THE WITNESS: So am I going to answer
	16:05:05 23	that
	16:05:05 24	MR. MORRIS: Yes.
•	16:05:07 25	THE WITNESS: or not?

**UARS** 

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16:05:07 1	MR. MORRIS: Yes.
16:05:08 2	THE WITNESS: I understood that Lincoln
16:05:10 3	wanted I'm sorry. Say that one more time.
16:05:12 4	MR. MORRIS: You understood that Lincoln
16:05:13 5	had requested that the insureds' signatures be obtained
16:05:17 6	on the policy illustrations.
16:05:18 7	THE WITNESS: Yes, I did.
16:05:25 8	MR. STAR: Objection, form.
16:05:27 9	MR. GORDON: Objection, form.
16:05:28 10	MR. REESE: Objection, form.
16:05:28 11	MR. MORRIS: Did you get the response?
16:05:28 12	Who indicated that to you, that Lincoln was requesting
16:05:32 13	those insureds' signatures on the policy illustration
16:05:32 14	forms?
16:05:32 15	MR. STAR: Objection, form.
16:05:33 16	THE WITNESS: No one indicated to me. On
16:05:35 17	the form itself it has a place for the applicant and a
16:05:37 18	place for the owner to sign.
16:05:41 19	Q. (BY MR. MORRIS) Did you ever have a
16:05:42 20	discussion with anyone at Lincoln regarding the
16:05:47 21	requirement for the insured's signature on the policy
16:05:50 22	illustrations?
16:05:51 23	A. No.
16:05:51 24	Q. Anyone at Lincoln Financial distributors?
16:05:55 25	A. No.

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UARS

10/4/2011

Helena Roberts

Page 1 IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS DALLAS DIVISION THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, Plaintiff, Cvil Action No. 3:10-CV-173-P -VS-COWBOY ATHLETICS, INC., and T. BOONE PICKENS, Defendant. \* \* \* \* \* \* \* \* \* \* \* \* \* \* \* COWBOY ATHLETICS, INC., and T. BOONE PICKENS, Counterclaimants, -vs-THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, Counterdefendant. \* \* \* \* \* \* \* \* \* \* \* COWBOY ATHLETICS, INC., and T. BOONE PICKENS, Third-Party Plaintiffs, -VS-MANAGEMENT COMPENSATION GROUP LEE, INC.; JOHN RIDINGS LEE; JOHN RIDINGS LEE COMPANY, INC.; JAMES GLENN TURNER, JR.; LARRY ANDERS; SUMMIT ALLIANCE FINANCIAL, LLP., and DOES 1 through 10, Inclusive, Third-Party Defendants. \* \* \* \* \* \* \* \* \* \* \* \* \* \* DEPOSITION OF: HELENA ROBERTS October 4, 2011 DATE: 8:58 a.m. Brandon Smith Reporting Service Reporter: Bethany A. Carrier, LSR #071 249 Pearl Street Six Landmark Square - 4th Floor Hartford, CT 06103 Stamford, CT 06901 (860) 549-1850 (203) 316-8591

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(800) 852-4589

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10/4/2011

Helena Roberts

Page 2

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10/4/2011

Helena Roberts

Page 3

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Also Present:

JOHN RIDINGS LEE
JACOB BRANDON, Videographer

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249 Pearl Street

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10/4/2011	. •	<del>-</del>	Helena	Roberts

Page 11 words, try not to say "uh-huh" or "uh-uh." While this. 1 proceeding is being videotaped, and we could probably 2 interpret those kinds of gestures, the court reporter 3 is making the official transcript, and for that we need 4 words to be clear. Do you understand that? 5 I do. 6 Q Is there any reason you cannot have your 7 deposition taken today? Α No. 10 Q You understand you're under oath in this proceeding? 11 12 13 And you understand what that means? I do. 14 What is your present position with Lincoln 15 Q National? 16 Α My current position is assistant vice 17 president of underwriting and new business. 18 And how long have you had that position? 19 I have had that position for six years. 20 21 What did you do before that? Α I was the director of brokerage, new 22 business. 23 For how long? 24 Q That position I held for three years. 25

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10/4/2011

Helena Roberts

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- MR. GORDON: Objection. Form.
- 2 A They would contact our complaint department,
- 3 as I indicated before, and escalate the issue.
- 4 MR. HOWIE: Rob, can we have an
- 5 agreement that an objection by one party is
- 6 good for all?
- 7 MR. GIANELLI: Sure
- 8 BY MR. GIANELLI:
- 9 Q Okay. Let's go to the second paragraph here.
- 10 And this raises a question about the witnessing of the
- 11 signatures. And it says in the second sentence that,
- 12 Three of the delivery receipts were witnessed by Amber
- 13 Ivey, who we believe was an employee of your firm in
- 14 Texas. Do you see that?
- 15 A Yes.
- 16 Q And then it says, Do you recall circumstances
- 17 why these were witnessed by Amber? And was she present
- 18 when these three delivery receipts were signed? Do you
- 19 see that?
- 20 A Yes.
- Q Let me take you to Exhibit 109, which is the
- 22 collection of -- 1009 which is the collection of
- 23 delivery receipts. If you turn to Bates number 60280,
- 24 you see this has got the signature -- purports to be
- 25 the signature of Amber Ivey on the signature line. Do

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249 Pearl Street

10/4/2011

Helena Roberts

,	Page 133
1.	you see that?
2	A Yes.
3	Q Before this case arose, did you know who
4	Amber Ivey was?
5	A No.
6	Q Did you know who Mr. Lee was?
7	A No.
8	Q Now, if Ms. Ivey did not, in fact, witness
9	Mr. Holder's signature, but signed this at a different
10	time and place, would that be considered a forgery
11	under Lincoln National's guidelines?
12	MR. VINICOMBE: Objection.
.13	A Yes.
14	BY MR. GIANELLI:
15	Q Do you know if Lincoln National ever took
16	into account the fact that at least some of these
17	signatures may have been falsely witnessed by Amber
18	Ivey?
19	MR. VINICOMBE: Objection to
20	form.
21	A I'm sorry. Could you repeat that?
22	BY MR. GIANELLI:
. 23	Q Yes: Did Lincoln National ever take into
24	account the fact that Amber Ivey may have falsely
25	witnessed the signing of some of the delivery

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		Page 1
1	IN THE UNITED STATES DISTRICT COURT	-
2	FOR THE NORTHERN DISTRICT OF TEXAS	
3	DALLAS DIVISION	
4	THE LINCOLN NATIONAL LIFE )	
1	INSURANCE COMPANY, )	
5	Plaintiff, )	
	}	•
6	vs.	
	j	
7	COWBOY ATHLETICS, INC. and T. )	
1	BOONE PICKENS,	
8	Defendants. )	
	. )	
9	)	
	)	
10 .		
٠	BOONE PICKENS,	
11	Counterclaimants, )	•
	)	
12.	vs.	
	)	
13	THE LINCOLN NATIONAL LIFE )	
1 1 1	INSURANCE COMPANY, ) CASE NO.	
14	Counterdefendant. ) 3-10-CV-173-P	
15	)	
1.2	)	
16	COWBOY ATHLETICS, INC. and T. )	
10	BOONE PICKENS, INC. and T. )	
17	Third-Party )	
, , ,	Plaintiffs, )	
18	,	
	vs.	
19	1	
	MANAGEMENT COMPENSATION GROUP )	
20	LEE, INC., et al.,	
	j	
21	Third-Party )	
	Defendants. )	
22	. ,	
	****************	
23		
	ORAL AND VIDEOTAPED DEPOSITION OF	
24	AMBER IVEY	
	December 13th, 2011	
25		
	****************	
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	·	
المراجعة الم	LC	and other Annual mentions and the

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	Page 2
1	ANSWERS AND VIDEOTAPED DEPOSITION of
2	AMBER IVEY, taken at the instance of the Defendants,
3	Counterclaimants and Third-Party Plaintiffs Cowboy
4	Athletics, Inc., et al., on the 13th of December, AD,
5	2011, in the above styled and numbered cause at the
6	offices of Baker Botts, 2001 Ross Avenue, Suite 1100,
7	Dallas, Texas, before Wes R. Perryman, a Certified
8	Shorthand Reporter in and for the State of Texas,
9	pursuant to the Federal Rules of Civil Procedure and
10	the provisions stated on the record.
11	one provide beacon on the resolution
12	APPEARANCES
13	
-~	APPEARING FOR THE PLAINTIFF AND COUNTERDEFENDANT THE
14	LINCOLN NATIONAL LIFE INSURANCE COMPANY:
15	MR. ANDREW J. LORIN
	Drinker, Biddle & Reath, LLP
16	1177 Avenue of the Americas, 41st Floor
1 **	New York, New York 10036-2714
17	andrew.lorin@dbr.com, grant.nichols@dbr.com
- '	david.brown@dbr.com, gregory.star@dbr.com
18	joseph.evangelista@dbrcom
19	Jobopii. Cvangerib cagableom
-	APPEARING FOR THE DEFENDANTS, COUNTERCLAIMANTS AND
20	THIRD-PARTY PLAINTIFFS COWBOY ATHLETICS, INC., ET AL.:
21	MR. TIMOTHY J. MORRIS
2.5	Gianelli & Morris
22	888 West 6th Street, 9th Floor
	Los Angeles, California 90017
23	tim.morris@gmlawyers.com
	diane.schmidt@gmlawyers.com
24	rob.gianelli@gmlawyers.com
L T	rjklawyer@sbcqlobal.net
25	1) 11 an 3 ar conoditional inter
23	

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_		Page 3
1	APPEARING FOR THIRD-PARTY DEFENDANTS MANAGEMENT COMPENSATION GROUP LEE, INC., ET AL.:	
2	,	
	MR. JOEL W. REESE	
3	Reese Gordon Marketos, LLP	
	750 North St. Paul Street, Suite 610	
4	Dallas, Texas 75201	
5	<pre>joel.reese@rgmfirm.com, alya.taha@rgmfirm.com brad.gordon@rgmfirm.com</pre>	
6	Drad. gordon ramin. com	
	APPEARING FOR THIRD-PARTY DEFENDANT JAMES GLENN TURNER,	
7	JR.:	
8	MR. CLINTON D. HOWIE	
9	Stacy & Conder, LLP 901 Main Street, Suite 6220	
9	Dallas, Texas 75202	
10	stacy@stacyconder.com, spencer@stacyconder.com	
	howie@stacyconder.com	
11		
12	APPEARING FOR THIRD-PARTY DEFENDANTS LARRY ANDERS AND	
13	SUMMIT ALLIANCE FINANCIAL, LLP:	
13	MR. JEREMY D. CAMP	
14	Bickel & Brewer	
	4800 Comerica Bank Building	
15	1717 Main Street	
	Dallas, Texas 75201	
16	jsr@bickelbrewer.com, jad@bickelbrewer.com	
17	jyc@bickelbrewer.com	
<b>.</b> .	-and-	
18		
	MR. SAMUEL A. MILLS	,
19	Fishman Jackson Luebker	
an .	13155 Noel Road, Suite 700	
20	Dallas, Texas 75240 smills@fishmanjackson.com	
21		
22		
23		
24	ALSO APPEARING: Mr. John Lee	
2 5	Mr. Glenn Turner	
25	Mr. David Guerra, Videographer	
	•	

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Page 44

- 1 National Life Insurance Company application form?
- 2 A. No. I believe it was a different company.
- 3 O. Was that Transamerica?
- 4 A. Perhaps so. I'm not sure.
- 5 Q. Do you have a recollection as you sit here
- 6 today that many of the Gift of a Lifetime applications
- 7 that were submitted to Lincoln National had information
- 8 that was gleaned from Transamerica applications?
- 9 A. Yes.
- 10 Q. Do you believe that the Transamerica
- application for Dr. Allen was not for \$10,000,000 and
- 12 that's why it required a handwritten entry?
- 13 A. I'm not sure why. I don't remember that.
- 14 Q. Looking at Exhibit 1149, Bates stamp page 467,
- 15 you were not in Stillwater, Oklahoma on or about
- 16 11/27/06, were you?
- 17 A. No.
- 18 Q. And you didn't witness Dr. Allen's signature?
- 19 A. No.
- 20 Q. Is that an original signature, as far as you
- 21 know, for Dr. Thomas W. Allen?
- 22 A. Yes.
- 23 Q. And you hadn't signed your name as witnessing
- 24 Dr. Allen's signature when the application that we've
- 25 marked as Exhibit 1149 was sent to Dr. Allen. Correct?

Page 45 1 MR. LORIN: Objection. 2 THE WITNESS: Can you repeat the 3 question? 4 MR. MORRIS: You didn't sign your name as 5 witnessing Dr. Allen's signature until after it was returned to Mr. Lee's office by Dr. Allen. Correct? 6 7 THE WITNESS: Correct. 8 Q. (BY MR. MORRIS) And how did you choose the 9 date 11/27/06? 10 Α. I don't remember how we chose that date. 11 Q. Were you told by someone at Mr. Lee's office to sign your name as witnessing Dr. Allen's signature 12 13 on Bates stamp page 467 of Exhibit 1149? 14 Α. Not specifically, no. 15 Were you generally told to sign your name as Q. 16 witness to Dr. Allen's signature? 17 Α. Yes. 18 MR. HOWIE: Objection, form. 19 THE WITNESS: Yes. 20 MR. MORRIS: Describe that for me. 21. MR. LORIN: Objection. 22 THE WITNESS: When there was -- when we 23 would send out the apps and they would sign them and 24 they would come back with no witness, we would go ahead 25 and sign them, because the insured would -- we were

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1 under a huge time crunch from Cowboy Athletics and were 2 instructed not to speak a lot to the insureds, not to 3 bother them. So in those cases we would witness them 4 to save time. 5 Q. (BY MR. MORRIS) And when did you first learn 6 that there was a huge time crunch regarding the Gift of 7 a Lifetime applications? 8 A. I don't know. 9 Q. Was it in November of '06? 10 MR. LORIN: Objection. 11 THE WITNESS: I don't know. 12 MR. MORRIS: Was it in December of '06? 13 MR. LORIN: Objection. 14 THE WITNESS: I'm not sure. Don't know. 15 MR. MORRIS: You're not certain if it was 16 prior to the time you signed your name as witnessing 17 Dr. Allen's signature. Correct? 18 THE WITNESS: I'm not súre. 19 MR. LORIN: Objection. 20 THE WITNESS: It was during the 21 application process. 22 MR. MORRIS: Looking at -- strike that. 23 Who told you that there was a time 24 crunch? 25 THE WITNESS: It was known throughout the

Page 79 Q. Would you just -- if you wanted to make a 1 2 notation concerning a particular application, would you just write it somewhere within that file? 3 4 Α. I may have, yes. 5 Q. You didn't have a custom and practice one way 6 or the other, though? 7 Α. No. 8 Have you ever heard of the language "Drop by Q. 9 to sign" or words to that effect regarding the signing 10 of a person's signature on an insurance form? 11 MR. LORIN: Objection. 12 MR. CAMP: Objection. 13 THE WITNESS: Yes. 14 MR. MORRIS: When did you first hear of 15 that language? 16 MR. HOWIE: Objection, form. 17 THE WITNESS: When I first started working for MCG. 18 19 Q. (BY MR. MORRIS) The first time around? 20 Α. First time, yes, sir. 21 Who told you of that language? Q. 22 MR. HOWIE: Objection, form. 23 I heard it said within the THE WITNESS: 24 office various times. 25 MR. MORRIS: And what is the language

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- 1 that you're familiar with? I said "Drop by to sign."
- 2 Is that what the language is, or is it something other
- 3 than that?
- 4 THE WITNESS: That's the language.
- 5 Q. (BY MR. MORRIS) And did anyone explain to you
- 6 what "Drop by to sign" meant?
- 7 A. Not specifically. I just knew.
- 8 Q. How did you come to understand what you
- 9 believed "Drop by to sign" meant?
- 10 A. It meant if there was an application where an
- 11 insured had signed -- or had not signed on a form where
- 12 it didn't matter where it was something not specific to
- 13 them, like if an owner owned the policy but was not the
- insured, then we would -- the "drop by" would mean to
- 15 go ahead and cut and paste their name on that signature
- 16 line.
- 17 Q. Whose name?
- 18 A. The insured.
- 19 Q. Okay. Did you ever cut and paste a signature
- 20 for the owner of the policy?
- MR. HOWIE: Objection, form.
- THE WITNESS: Not that I know of, no.
- 23 MR. MORRIS: Did anyone explain to you
- 24 how to go about the process of cutting and pasting a
- 25 name from one insurance form and putting it on another

#### Amber Ivev

Page 96 1 Lincoln National regarding whether or not the owner's signature was sufficient on a Gift of a Lifetime policy 2 3 illustration? THE WITNESS: No. 5 MR. MORRIS: Was there a consensus of 6 opinion amongst you, Ms. Alexander and Ms. Connolly 7 that cut-and-paste signatures of insureds should be put 8 on the Gift of a Lifetime policy illustrations? 9 MR. LORIN: Objection. 10 MR. CAMP: Objection. 11 I believe so, yes. THE WITNESS: 12 MR. MORRIS: No one at Summit Alliance 13 ever told you, "What are you doing? We don't need the 14 insureds' signatures on these policy illustrations." 15 Correct? 16 THE WITNESS: Not to my knowledge, no. 17 Q. (BY MR. MORRIS) If you would look at a 18 document that was previously marked as Exhibit 1139. I would like to direct your attention to the top of 19 20 Exhibit 1139, which is an e-mail from Gregg, with two G's, G-R-E-G-G, Michael, M-I-C-H-A-E-L, to Larry 21 22 Anders. Subject is "FW: T. Boone Pickens." 23 Have you ever heard of the name Gregg A. 24 Michael? 25 Α. I have heard of it.

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- 1 A. It looks that way, yes.
- 2 Q. In the cut-and-paste jobs that you did on the
- 3 Gift of a Lifetime applications and illustrations, did
- 4 you use the proposed insured's signature on the
- 5 application to copy and then cut and paste and put onto
- 6 the illustration forms?
- 7 A. Yes.
- 8 Q. How is it that you chose the signatures on the
- 9 application as opposed to any other signature?
- 10 A. That was the only signatures we had, were on
- 11 the apps.
- 12 Q. Did you have a discussion with Ms. Alexander
- 13 as to which signatures would be copied and pasted?
- 14 A. I believe we may have so that we could choose
- 15 one, yes.
- 16 Q. I mean, was there -- was there a decision
- 17 made, "We are going to use the application signatures
- 18 as opposed to the signatures on authorization forms
- 19 that would also be part of the application"?
- 20 A. Yes. Not specifically, but I know we used the
- 21 application signatures.
- Q. And was that the custom and practice as you
- 23 knew it there at Mr. Lee's office?
- MR. HOWIE: Objection, form.
- 25 THE WITNESS: Yes, I believe so.

Page 108 No. 1 Α. 2 Tim, it's noon. MR. HOWIE: I know 3 she --4 MR. MORRIS: Let's cut off. Let's take a 5 break. 6 MR. HOWIE: Okay. 7 THE VIDEOGRAPHER: Marking the end of 8 tape two, deposition of Amber Ivey, 12:00 p.m. Off the 9 record. 10 (Luncheon recess.) 11 THE VIDEOGRAPHER: The start of tape three, the deposition of Amber Ivey, 2:08. Back on the 12 13 record. 14 Q. (BY MR. MORRIS) Ms. Ivey, did you and 15 Ms. Alexander keep track of which one of you cut and pasted which signatures on which illustrations? 16 17 Α. No. 18 Q. We can go through Exhibit 1101, which you have 19 in front of you. Is there any way that you're going to 20 be able to determine whether or not any particular 21 cut-and-paste job was your cut-and-paste job as opposed 22 to Ms. Alexander's? 23 Α. No. 24 Q. Are you satisfied that every illustration in 25 1101 is a cut-and-paste job of the insureds's

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- 1 signatures?
- 2 A. Yes. I mean, I could look through them all,
- 3 but I believe so, yes.
- 4 Q. Why don't you take a quick moment and just
- 5 satisfy yourself that each of the insureds' signatures
- 6 is a cut-and-paste job.
- 7 MR. HOWIE: And, Tim, you mean the
- 8 signatures on just the illustrations. Right?
- 9 MR. MORRIS: Correct.
- 10 THE WITNESS: Yes.
- 11 Q. (BY MR. MORRIS) And having looked through
- 12 Exhibit 1101, are you satisfied also that the
- 13 cut-and-paste illustrations -- strike that.
- 14 Having looked through 1101, are you
- 15 satisfied that the insureds' cut-and-paste signatures
- 16 all come from the insureds' signatures on the Gift of a
- 17 Lifetime applications?
- MR. HOWIE: Objection, form.
- 19 THE WITNESS: Yes.
- 20 (Deposition Exhibit 1178 marked.)
- Q. (BY MR. MORRIS) I'm going to mark as next in
- 22 order, which is Exhibit 1178, certain pages that I've
- 23 taken from various document productions. But they all
- 24 relate to a Gift of a Lifetime insured by the name of
- 25 Connie Mashburn. Exhibit 1178 includes Bates stamp

Page 126

- 1 time and others that she faxed at a time that may not
- 2 be in here, I think it's potentially misleading. So I
- 3 just make an objection on those grounds.
  - Q. (BY MR. MORRIS) Fair enough.
- 5 A. Yes.
- 6 Q. Yes is an answer to my question or yes to fair
- 7 enough?

4

- 8 A. Yes is an answer to your question.
- 9 Q. All right. Where were the policies when you
- 10 faxed the policy delivery receipts within Exhibit 1182?
- 11 A. I believe they were in our office.
- 12 Q. By the time you faxed these policy delivery
- 13 receipts to Mr. Holder on February 9 of 2007, had you
- 14 already been told of the conversation Ms. Alexander
- 15 related to you between Mr. Lee and Mr. Holder about who
- 16 was going to maintain custody of the originals?
- 17 A. Yes, I believe so.
- 18 Q. Looking through Exhibit 1102, which is the
- 19 binder that you have in front of you, certain of these
- 20 policy delivery receipts were witnessed by you, and the
- 21 first one that I see is Bates stamp page CAI 015078.
- 22 Do you see that?
- 23 A. Yes.
- Q. And this is -- is that your signature under
- 25 the -- or above the line with the word "Witness"?

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- 1 Α. Yes.
- 2 And did you in fact witness Mr. Holder's Q.
- 3 signature of this policy delivery receipt?
- 4 A. No.
- 5 ο. If you notice up above, the fax headers are
- 6 February 14th of '07. Do you see that?
- 7 Α. Yes:
- 8 ο. That was clearly some days after the February
- 9 9th initial fax of the initial batch of policy delivery
- 10 . receipts. Do you see that?
- Α. 11 Yes.
- 12 Ο. And the other box is still marked with Cowboy
- Athletics, Inc. by J. Mike Holder as being the person 13
- 14 who was going to maintain custody of the original
- 15 policies. Do you see that?
- 16 Α. Yes.
- 17 Q. Did you ever ask Ms. Alexander why that box
- was still being filled out in that manner if Mr. Lee's 18
- 19 office was going to maintain custody of the original
- 20 policies?
- 21 MR. LORIN: Objection.
- 22 THE WITNESS: I -- well, it would be
- 23 hearsay. I mean, I don't know if I should -- I mean, I
- 24 know what I heard about why.
- 25 MR. HOWIE: You can relate the

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- Q. The next one I find is CAI 05 -- 015086. Let
- 2 me repeat that. CAI 015086. It's also dated 2/14 of
- 3 '07. Do you see that?
- 4 A. Yes.
- 5 Q. And that's your signature?
- 6 A. Yes.
- 7 Q. And you did not witness Mr. Holder's
- 8 signature, did you?
- 9 A. No.
- 10 Q. Is that your dating of 2/14/07?
- 11 A. Yes.
- 12 Q. Is that Mr. Holder's original signature on
- 13 that document?
- 14 A. Yes.
- 15 Q. Did anyone tell you at Mr. Lee's office that
- 16 it was approved for you to witness Mr. Holder's
- 17 signature on these policy delivery receipts even though
- 18 you didn't?
- 19 A. No. It was just what we were doing when that
- 20 was missing on that.
- 21 Q. The third signature that I found within
- 22 Exhibit 1102 is Bates stamp CAI 015096 dated February
- 23 14, 2007. Do you see that?
- 24 A. Yes.
- 25 Q. Is that your signature?

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UARS

Page 131 1 Α. Yes. 2 And did you witness Mr. Holder's signature? Q. Α. 3 No. 4 Is that your dating of 2/14/07? Q. 5 A. Yes. 6 Q. Did you ever speak to anyone other than your 7 attorneys in this lawsuit regarding this issue of your 8 witnessing Mr. Holder's signatures on these policy 9 delivery receipts? 10 Α. Not that I recall, no. 11 0. Did you ever speak to anyone at Lincoln 12 National on that topic? 13 Α. No. 14 0. Did you ever speak to anyone at Summit 15 Alliance Financial on that topic? No, not that I recall. 16 Α. 17 Has anyone ever criticized you for signing 0. your name as witnessing Mr. Holder's signature? 18 19 Α. No. 20 · Q. Has anyone ever criticized you for putting 21 cut-and-paste signatures on policy illustrations connected with the Gift of a Lifetime program? 22 23 A. No. 24 (Deposition Exhibit 1183 marked.) 25 Q. (BY MR. MORRIS) I will mark as next in order

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BROKE Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilly of a felony.

TAXPAYER DENTIFICATION NUMBER CERTIFICATION Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income

CERTIFICATIONS

;

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Cornpany shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in

to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or office medical institution, insurer, MIB, inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company, however, any action taken

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

I/WB ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

MANUE W. CELL of Proposed Insured A Thomas W.

Allen

of Applicant/Owner/Trustee [] er's Title Upolicy is owned by a Corporation.)

J. Mike Holder, President

Witne Witness

Date

35 OK

CONFIDENTIAL

**CAI 383** 

DEPOSITION EXHIBIT

Financial Groups

## LINCOLN ULLPR.7

Prepared by. John Ridings Lee 3838 Oak Lawn Ste 1450 Dallae, TX 75219 Tel: 214.522,7460

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Thomas Allen Age: 68 Sex: Male Class: Standard Best

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 nerease/Premium Annual

The Values

Section B: Summary of Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL $^{LPR}$ -7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V	alues	i		Death Bene	<i>.</i>	
Year		Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Atternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate	Current
10 15 20	72 77 82 87	598,117 598,117 598,117	0	690,786 1,634,801 859,587	1,172,873 3,265,589 5,089,010	1,202,449 3,390,806 5,430,295	12,990,585 15,981,171	12,990,585 [5,981,171	Basis 12,990,585 15,981,171	Basis 12,990,585 15,981,171
30 3	97 70	0 598,117	0	0 0 244,416	942,283 0	1,685,373	18,971,756 18,971,756 18,971,756	18,971,756 18,971,756 18,971,756	18,971,756 18,971,756 18,971,756	18,971,756 18,971,756 18,971,756
8 13	75 80	598,117 598,117	0	1,314,376 1,617,805	458,452 2,379,030 4,535,713	470,166 2,455,548 4,770,691	11,794,351 14,784,936 17,775,522	11,794,351 14,784,936 17,775,522	11,794,351 [4,784,936 [7,775,522	11,794,351 14,784,936 17,775,522
		pses in year: О"appeare in th	37 ie surrender valu	37	37	37	37	37	37	37

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no tonger provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is

## The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-27-07

X Thomas W. Aller

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

Leartify that this illustration has been presented to the applicant/owner and that I have explained that my non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with the advisors regarding the lax effects of the illustrated policy.

Date

ignature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

neury 25, 2007 10:16am

CONFIDENTIAL Page 5 of 13

CAI 528

×2006.4.1

EXHIBIT 5

M1003

UN STATE GULF

Jan 28 07 03:47p MCG Dallas

214 528 4999

FRALID NOTICE

Any person who knowingly, and with intent to injure, defraud or decrive any insurer, maker any claim for the proceeds of an inaurance policy containing any falsa, incomplete or misteading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION.

Under penalties of perfury, it is emiffied that (a) the social security or Employer ID numbers shown in this application are correct coxpayer identification numbers, and (b) the holders of said numbers are not subject to any bucken withholding of U.S. Federal income CERTIFICATIONS

CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my four knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and by that no AgencyRepresentative of the company's other tights or requirements. I/WE further agree that (except as provided in the Temperary Life Insurance Agreement if advance payment has been made or acknowledged below and such (except as provided in the Temperary Life Insurance Policy only when: 1) the Policy has been delivered to and accepted by medius; 2 Agreement issued). Insurance will take offeat under the infallment of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of halfth and Insurability as described in rostey only agent 1 me rossey has seen derivered to and accepted by nextes, 63 me initial promisen has been paid in Juli during the lifetime of the Proposed instred(s); and 3) the Proposed insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid 3 to the Agent/Representative in exchange for the Temporary Life Insorance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

AUCHORIZATION:

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, herolaufter Company, to determine eligibility for life coverage of a claim for bonefits under a life policy.

CWE authorize any medical professional, hospital or other medical institution, insurer, MIR, Inc., or any other person or organization that has any records or knowledge of melus or mylour physical or mental health or insurability to disclose that information to the

IWE authorize the Company to disclose medical information to MIB, inc., and to other insurers to whom I've may apply for coverage.

This authorization shall be valid for two years offer it is signed. A photographic copy of this authorization shall be as valid at the original. If We will be given a copy of this authorization at mylour request.

I/WE understand that I/we may revoke this authorization or any time by written notification to the Company; however, any action taken prior to notification will not be officied.

If an investigative consumer report is obtained, I/we DDO MOD request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, investigative Consumer Report, and MIB, Inc.

Bobby D. Anthony

Mike Holder, President

35 OK

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CONFIDENTIAL

CAI 590

ULI 601 6001 18:25 FAX 405 744 4985 Jan'29 07 03:46p

OK STATE GOLF

Ø 001 p. 2

ancoln

MCG Dallas

214 528 4999

LINCOLN ULLER\_7

Section B: Summary of Values

A LIFE INSURANCE ILLUSTRATION Fluxible Premium Aessustable Life Policy Prepared by John Richtes Lee 1828 Oak Lawa Sie 1850 Delite, TX-2521d Tel: 214,522,7460

intured: Bolto Amburay.

Initial Death Bestell: Initial Death Benefit Opt : Payment Made: Ricers:

F10,000,000 Increase/Premium Annual None

The Values

Believe is a summary of the illustrated surrender values and death benefits of this Lincoln ULV<sup>8</sup>.7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

Year	/Age	Annual	Surrender Values Guaranteed Miles				Death Benefit			
 3	GD	Premium Outlay 397,828	Basis	Midpoint Basis	Alternate Busis	Current . Basis	Guaranteed Basis	Midpojne Basis	Alternate	Current
10 15 20 30 1	74 79 84 94 85	387,828 387;828 0 0 387,828 387,828	0 0 0 0	369,724 (,073,567 911,528 () 0	748,337 2,279,532 3,834,130 2,764,931 0	332 2,367,712; 130 4,052,092; 151 2,742,736	13,876,261 13,876,261 15,817,422 15,817,422 15,817,422	11,939 (a) 13,878,28) 13,817,622 15,817,422 15,817,422	Basis (1,939,14) 13,878,281 15,817,425 15,817,422 15,817,422	945is 11,939,141 13,876,281 15,817,422 15,817,422 15,817,422
		387,638 : 9205 in Yenr:	43	527,086 1.164,138 43	1,027,400 2,619,930	1,057,401 2,729,374	10,387,826 12,326,989 14,266;109	10,387,228 12,326,969 14,266,103	10,187,818 12,326,969 14,266,109	10,387,828 12,326,969 14,266,100

NOTE: If "C'appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "O" in the fund value column may indicate a negative number. If \*O" appears in any of the above enfumes, the policy is

## The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be ofther higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

wner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. Playe made no-statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tay advisors regarding the up offects of the illustrated policy.

Date

LL-A0510-0566

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

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Page 5 of 13

CONFIDENTIAL

CAI 541

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any faise, incomplete or misleading information is guilty of a felony.

# TAXPAYER IDENTIFICATION NUMBER CERTIFICATION -

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayor identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income;

### CERTIFICATIONS.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) the frave lead the quantities and that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the property of the part of any Policy issued, and b) that no Agent/Representative of the property of the part the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I'WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Polloy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in

to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we I/WE have paid \$ acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken

If an investigative consumer report is obtained, I/we IIDO MDO NOT request to be interviewed.

LWB ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

cy is owned by a Con J. Mike Holder, President

35 OK

CONFIDENTIXE



Prepared by: John Ridings Lee 3838 Oak Lawn Sie 1450 Dalfas, TX 75219 Tel: 214,522,7460

# A LIFE INSURANCE ILLUSTRATION

Flexible Prentium Adjustable Life Policy

Insured: Paula Anthony Class: Standard Best

Initial Death Benefit Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 Increase/Premium Annual None

Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

		ļ		Surrender V	alucs	Death Benefit				
Year/Age		Annual Premium Outlay	Guaranteed Basis	Midpoint Besis	Alternate Basis	Cutrent Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	69 74 79 84 94	343,094 343,094 343,094 0 0	0 0 0 0	171,182 872,046 1,238,015 0	425,494 1,653,438 2,934,481 1,721,432 0	441,179 1,719,673 3,109,360 2,067,980	11,715,469 13,430,937 15,146,406 15,146,406 15,146,406	11,715,469 13,430,937 15,146,406 15,146,406	11,715,469 13,430,937 15,146,406 15,146,406	11,715,469 13,430,937 15,146,406 15,146,406
1 6 11	65 70 75	343,094 343,094 343,094	0 0 0	0 312,868 987,331	0 651,964 1,906,489	674,304 1,988,825	10,343,094 12,058,562 13,774,031	10,343,094 12,058,562 13,774,031	10,343,094 12,058,562 13,774,031	10,343,094 12,058,562 13,774,031
Cover	age l	apses in year.	35	35	35	35	35	35	. 35	35

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "O" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is Inpsing without value,

### The Statements

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Date

1-29-07

ature of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the flustrated policy.

Date

ignature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

LLA0510-0566

a part of Lincoln National Corporation

CONFIDENTIAL

CAI 599

January 25, 2007 10: 18am

Page 5 of 13

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance
policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or Agreement any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect onder the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in

I/WE have paid S\_\_\_\_\_\_ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

UWE understand that I'we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

each part of the application at the time conditions 1) and 2) are met.

I/WE ACKNOWLEDGE receipt of the important Notice containing the Privacy Notice, investigative Consumer Report, and MiB, Inc., information.

Stillwater, Oklahoma		
Date of City and State): (Jane) E. Almas	tions Amher Way	11-13-06
Skonture of roposed Intered A Jane Armstrong	Witness	Date
Signature of France of Language By	Witness CRAIN (IEMONS	1-29-07
Signature of Applicant Corner Trustet (Provide Officer's Title if policy is owned by a Corporation.)  I Mike Holder President	Witness	Data

35 OK

10/04

CONFIDENTIAL



John Ridings Lee 3838 Oak Lawn Ste 1450

A LIFE INSURANCE ILLUSTRATION Flexible Premium Adjustable Life Policy

Insured: Jane Armstrong 82 Female Standard

Initial Death Benefit; Initial Death Benefit Opt.: Payment Mode: Riders;

\$10,000,000 Annual None

# Section B. Summary of Values

### The Values

Class:

Below is a summary of the illustrated surrender values and death benefits of this Lincoln OL LPR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are poid as illustrated in Sections C & D.

				Surrender V	alues	Death Benefit				
Year/Age		Annual Premium Outlay	Guaranteed Basis	Midpoinț Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	86 91 96 101 111	1,177,681 1,177,681 1,177,681 0 0	0 0 0 *0*	953,616 0 0 •0* •0*	2,207,811 2,781,891 0 *0*	2,264,660 3,007,766 0 *0* *0*	15,888,405 21,776,811 27,665,216 *0* *0*	15,888,405 21,776,811 27,665,216 *0* *0*	15,888,405 21,776,811 27,665,216 +0+	15,888,405 21,776,811 27,665,216 *0*
4 9 14	85 90 95	1,177,681 1,177,681 1,177,681	6 0 0	879,240 0 0	1,753,240 3,011,697 0	1,791,064 3,192,787 0	14,710,724 20,599,130 26,487,535	14,710,724 · 20,599,130 26,487,535	14,710,724 20,599,130 26,487,535	14,710,724 20,599,130 26,487,535
Cove	rage	lapses in year:	20	20	. 20	20	20	20	20	20

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date 1-29-07

Date

grature of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. Thave made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the thustrated policy.

Date

ature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

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CONFIDENTIAL Page 5 of 11

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	The cove	c bour easte e eas	e of a chick which was a chick which which was a chick which which was a chick which was a chick which which was a chick which was a chick which which was a chick which which was a chick which was a chick which which was a chick	inis anth im for b any mer ladge of g on the	enellis Real pr me/us Comp	or myle ofession or myle on 12 to	life police al, hospi au physi auf, I/W	ist or other cat or men E sutheriz	r.medical nal health se the Corr	i imilial or insur openy to	es, insur Silving to Sichose	er, MIR. I disclose t medical is	nc., or a hat infor formatic	ny otha mation ( na 13 Mi	r person to the Co B. Inc., a	or organiza mpany, its nd to other	nion that has my reinswers, or any insurers to whom
	This give	s auth	orizati opy of	Maris or titum sirti	ocizati	an at my	yor en vo Aone medi	aificution y	will not be	affected	L						toal., I/We will be notification to the
	1/% Info	E A	CKNC lon.	WLED I sa i	GE 16 Avcsti	ceipt of <b>ceive</b> (	the In Operate	portant N r report i			ata Paris	acy Nobe DON	e, Inves OT-req	tigative wast to	: Consum be inter	ner Report viewerk.	t and MIB, Inc.,
	in oxy	Ve doo Ve un Vestro	ines d dersto ent exp prov e prov the r	eriones ided by	current he cas of the any k any k a the S roduct	pas pro Sub-sec Sub-se	or life in and De counts, a coccon p	THE PRINT OF A	tecrease it of my/ou given my	our ove	ស្លាំបក កាស់	, свизе <del>и</del> ј	apte in	he puli	cy and id	us of life it	se based upon the astrance coverage this life insurance LWe acknowledge

Dated at (City and Date)

Dated at (City and Date)

Signature of Proposed Invested A E. Lee Bocher

Signature of Proposed Invested A E. Lee Bocher

Witness

Witness

Date

Date

Date

Date

Signature of Applicamily Property Investory Officer's Title if policy as an end by a Compressional, I. Miles Holler, President.

Date

Witness

Witness

Witness

Date

Date

Signature of Field Investment Reviewer (complete for SOUL only)

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CONFIDENTIAL

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**TLincoln** Financial Group-

Feb 12 07 02:43p

MCG Dallas

John Reddings Les 3836 Mak Laura Ste 1450

LINCOLN ULLPR-7 A LIFE INSURANCE ILLUSTRATION Flexible Promium Adjustable Life Policy

insured: E. Las Bacher

Initial Dottle Benefit: Initial Death Benefit Opt : Payment Mode:

\$10,000,000 Increase/Premium

Section B: Summary of Values

### The Vaines

Below is a summing of the illustrated surrender values and death beachts of this Lincoln ULLER, 7 libratorian. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

	:	i		Surrender Values				Death Repefit			
Year/	Age	Annual Premium Outlay	Gouranteed Basis	Midpoint Basis	Alternate Resis	Current ! Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	
5 10 15 20 30	87: 92: 97: 102:	2,292,034 2,292,034 3,392,034 0	1,396,277 6 6 *0* *0*	4,463,344 tr 0 40*	6,715,563 7,859,188 - 0 40*	6,868,644 8,675,962 0 40*	21,460,119 32,920,236 46,380,357 *0*	21,460,119 32,920,238 44,380,357 *0*	21,460,719 32,920,238 44,389,357 *0*	21,460,119 32,920,238 44,380,357 *0*	
3 8 13	85 90 95	2,292,024 2,292,024 2,292,024	2,154,240 0 0	3,276,316 2,559,712 0	4.(83.87R 8.748.509 0	4,242,258 1 9,163,893 12	16,876,071 28,336,190 39,796,309	16,876,071 28,336,190 39,796,309	16,876,071 28,336,190 39,796,309	16,876,071 28,336,190 39,796,309	
Cove	rage l:	npses in year	; 20	20	20	20	20	20	20	20	

NOTE: If "O appears in the surrender value or fund value column, the premium outley will no longer provide for a surrender value or fund value. "It in the fund value column may indicate a negative number. If "I" appears in any of the above columns, the policy is, lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the annel agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

J. Mike Holder ure of applicant/owner (If other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with the nuvisors regarding the tax effects of the illustrated policy.

Date

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

Pelmottry 1, 2007 11\*1Hpm

Page 5 of 11

v20/16.4,1

CONFIDENTIAL

Any person who knowingly, and with intent to Injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

# DATE A COMPLEX DESCRIPTION OF THE PROPERTY OF

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

# TO BREDIE LEADING THE THE STATE OF THE STATE

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٧,

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions i) and 2) are met.

I/WB have paid \$\_\_\_\_\_\_ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

### ALED HORIZON LOCK TO THE PARTY OF THE PARTY

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

UWE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of the us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

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If an investigative consumer report is obtained, I/we IIDO IIDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Dated proposed insured A Richard D. Boger Whoms

1/2//8 L

Signature of Application acriticale (Provide Officer's Title if policy is owned by a Corporation)

J. Mike Holder, President

Witness PAR ( ) SMooth

1-29-07

35 OK

10/04

CONFIDENTIAL



A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee 3838 Oak Lewn Ste 1450 Dallas, TX 75219

Tel: 214.522.7460

Insured: Richard Bogert Preferred

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 Increase/Premiam Annual None

### Section B: Summary of Values

### The Values

Class:

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR-7 illustration. The surrender values and death henefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V		Death Benef	it			
Year/Age		Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	77 82 87 92 102	588,286 588,286 588,286 0	0 0 0 0 0	144,212 0 0 0 0	990,692 2,615,407 2,174,336 0	1,017,875 2,728,059 2,472,217 0 0	12,941,431 15,882,862 18,824,293 18,824,293 18,824,293	12,941,431 15,882,862 18,824,293 18,824,293 18,824,293	12,941,431 (5,882,862 18,824,293 18,824,293 18,824,293	12,941,431 15,882,862 18,824,293 18,824,293 18,824,293
3 8 13	75 80 85	588,286 588,286 588,286	0	7,106 0 0	362,452 1,992,798 2,768,066	373,402 2,062,156 2,977,827	11,764,859 14,706,290 17,647,721	11,764,859 14,706,290 17,647,721	11,764,859 14,706,290 17,647,721	11,764,859 14,706,290 17,647,721
Cove	rage !	lapses in year	; 32	32	32	32	32	32	32	32

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "O" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

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Date 1-29-07

Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL Page 5 of 13

CAI 1359

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January 25, 2007 10:20am

FRAUD NOTICE		
Any mercan who immunicate and with income to J.C.	any Instrance Company or other person files an application	B45 Page 5
containing any materially false information, or concea	any instrance Company of other person files an application is for the purpose of misleading information concerning ar I by a court of compensationistics.	for insurance or statement of claim
Colorado - it is unlawful to knowingly provide fal-	- i	₩.
defineding or attempting to defined the company. Pen	toy a court of competent jurisdiction.  e, incomplete, misleading facts or information to an insurable states may include imprisonment, fines, denial or insurance not provides fake incomplete or misleading facts.	rance company for the purpose of
company or agent of an insurance company who knowledge the representation or other statements of defending or other statements.	antes may recrue empresenment, fines, dental or insurance righy provides false, incomplete or misleading facts or inform I the policyholder or claiment with mount to a retilional	nation to a policyholder or claimant
proceeds shall be reported to the Colorado Division of L	A Seminary of Company with toketh to a semement	or award payable from insurance &
New Mexico, Oklahoma - Any negon who brandach	and many present the preference of continuous Schools	56
for distrance of statement of claim containing any man	and with intern to derived any insurance company or other trially false information or conceals for the purpose of misk the which is a crime and subjects truck account to related.	cading information concerning and
CERTIFICATIONS	and a state of the	civil penalties.
	ation and declare that they are complete and true to the best	
I/WE agree, a) that this Application shall form a part of	any Policy issued, and b) that no Agent/Representative of the	or my (our) knowledge and belief.
to waive a complete answer to any question in this Appli	cation, make or alter any contract, or walve any of the Compositive (if the present of the Compositive (if the Compositiv	pany's other nights or requirements
and such Agreement issued), incurance will tobe affect	reder the Visit and a second of the second o	ect made or acknowledged below 第
initial premium has been paid in full during the lifetime	of the Proposed Insured(s); and 3) the Proposed Insured(s) of the Proposed Insured(s); and 3) the Proposed Insured(s)	d to and accepted by me/us; 2) the
and insurability as described in each part of the application	on at the time conditions 1) and 2) are met.	Se tylesh to state dates can at the series
I/WE have paid \$to the Agent/Representa	tive in exchange for the Temporary Life Insurance Agreen	ment and three enter-
(we) fully understand and accept its terms.	Property and amounted William	review orange news accompletible apet 1
AUTHORIZATIONOME AVAILON		
The purpose of this authorization is to allow The Line	oln National Life Insurance Company, hereinafter Company	IV. to determine elicibility for us.
		·
I/WE amborize any medical professional, inspiral or o	ther medical institution, insurer, MIB, Inc., or any other p	aman da anno seria
records or knowledge of me/us or my/our physical or m	ental health or insurability to disclose that information to drive the Company to disclose that information to drive the Company to disclose that information to drive the Company to disclose that the Company to disclose th	he Company, its reinspans on any
I've may apply for coverage.	ental heath or instituting to disclose that information to drize the Company to disclose medical information to MIB, I	lnc., and to other insurers to whom
	•	•
This authorization shall be valid for two years after it is s	igned. A photographic copy of this authorization shall be as	valid as the original. I/We will be
Company; however, any action taken prior to notification		time by written notification to the
•		
Information. If an investigative consumer report	Notice containing the Privacy Notice, Investigative Co. is obtained, I've DO DO NOT request to be in	easumer Report, and MIB, Inc.,
	an an another, nate lino lino work sedicat to be in	nterviewed.
DECLARATON FOR SYULAYUL ONLY		
I/We understand that the cosh union and Pasts Deca	I/We understand that variable universal life is a life insu	rance policy.
investment experience of the sub-accounts, and that a	If the content of a variable universal life is a life insu- fit proceeds of a variable universal life policy may inco- decrease in cash value may cause a lapse in the policy and the process process. The policy are	case or decrease based upon the
except as provided by any lapse protection provisions	of my/our policy. I/We have been informed of the risk	Ki loss of life insurance coverage
		te horizog. I/We acknowledge
	anhammittans.	and the second of the second o
12-13-06 StillWater,	אח	•
Dated at (City and State)	V	
# X 5 %		^
( andrew / Cummins	andrew & Marchards	(1) 12 20
Signature of Proposed Insured A Andrew Coming	Witness	Date 1500
Signature of Proposed Insured B	Witness	Data .
VIC. DZbo OAlde	( RIM / 15 Male	1-29-07
Signature of Applicant/Owner/Truston (Provide Officer's Title if soliry is named by a Corporation.)	Witness	Date
J. Mike Holder	·	·
Signature of Field Investment Reviewer	Witness	
(complete for SYUL paly)	Witness	Date
		•
345		
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Prepared by: John Ridings Lee 3838 Oak Lawn Stc 1450

### A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Andrew Cummins

Preferred Best

Initial Death Benefit; Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 Increase/Premium Annual None

### Section B. Summary of Values

### The Values

Class:

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR 7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

			•	Surrender V	alues	ŀ	Death Benefit			
Ycar	Age	Annual Premium Outlay	Guaranteed . Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	78 83 88 93 103	530,558 530,558 530,558 0	0 0 0 0	0 0 0 0	701,364 1,862,000 939,146 0	723,626 1,952,711 1,165,481 0	12,652,791 15,305,581 17,958,372 17,958,372	12,652,791 15,305,581 17,958,372 17,958,372	12,652,791 15,305,581 17,958,372 17,958,372	12,652,791 15,305,581 17,958,372 17,958,372
2 7 12	75 80 85	530,558 530,558 530,558	0 0 0	0 0	0 1,231,009 1,912,218	0 1,273,691 2,048,653	11,061,116 13,713,907 16,366,697	11,061,116 13,713,907 16,366,697	11,061,116 13,713,907 16,366,697	11,061,116 13,713,907 16,366,697
Cove	rage !	lapses in year:	29	29	29	29	29	29	29	29

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date

1-29-07

Date

ture of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date

nture of licensed agent/representative

LI.A0510-0566

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

CONFIDENTIAL Page 5 of 13

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FRAUD NOTICE		
Any person who knowingly and with intent to defraud an commining any materially false information, or conceals fraudulent insurance act, which is a crime, as determined It Colorado.— It is unlawful to knowingly provide false, defrauding or attempting to defraud the company. Penal company or agent of an insurance company who knowing for the purpose of defrauding or attempting to defraud proceeds shall be reported to the Colorado Division of Insurance shall be reported to the Colorado Division of Insurance constance.—Any person who knowingly a for insurance or statement of claim containing any materials ematerials thereto commits a fraudulent insurance and CERTIFICATIONS.  HWE have read the questions and answers in this application while a complete answer to any question in this Application while form a part of at to walve a complete answer to any question in this Application shall form a part of at the walve a complete answer to any question in this Application shall form a part of at the walve a complete answer to any question in this Application shall form a part of at the walve a complete answer to any question in this Application shall form a part of at the walve a complete answer to any question in this Application shall form a part of at the walve a complete answer to any question in this Application shall form a part of any thing further agree that (except as provided in the Temp and such Agreement Issued), insprance will take effect upon the provided in the Temp and such Agreement the which is a provided in the Temp and such Agreement the provided in the Temp and such Agreement the provided in the Temp and such Agreement the provided in the Temp and such Agreement this provided in the Temp and such Agreement the provided in the Temp and such Agr	y insurance Company or other person files an application for for the purpose of misleading information concerning any for the purpose of misleading information concerning any so a court of competent jurisdiction.  incomplete, misleading facts or information to an insurant less may include imprisonment, fines, denial or insurance and ly provides false, incomplete or misleading facts or information the polleyholder or claiment with regard to a settlement or urance within the Department of Regulatory Services.  und with intent to defiaud any insurance company or other period which is a orime and subjects such person to criminal and civing it is a orime and subjects such person to criminal and civing and declare that they are complete and true to the best of my Policy issued, and h) that no Agent/Representative of the Control orary Life insurance Agreement if advance payment has been defivered to fithe Policy only when: 1) the Policy has been delivered to fithe Proposed Insured(s); and 3) the Proposed Insured(s) to	Insurance or statement of claim act material thereto, commits a see company for the purpose of a lovil damages. Any insurance on to a policyholder or claimann award payable from insurance son and who files an application ling information concerning any ill penalties.  my (our) knowledge and belief, company shall have the authority says other rights or requirements. In made or acknowledged below to and accepted by me/us: 2) the
I/WE have paid \$ to the Agent/Representat (we) fully understand and accept its terms.	ive in exchange for the Temporary Life Insurance Agreeme	nt, and I/we acknowledge that I
AUTHORIZATION/DECEARATION COMPANY	OF THE WAR PROSPECTOR OF THE BEST OF THE B	
	in National Life Insurance Company, hereinafter Company	
records or knowledge of melus or my/our physical or m	her medical institution, insurer, MIB, Inc., or any other pen ental beauth or insurability to disclose that information to the rize the Company to disclose medical information to MIB, In	Company, its reinsurers, or any
This authorization shall be valid for two years after it is signer a copy of this authorization at mylour request. I/W Company; however, any action taken prior to notification	igned. A photographic copy of this authorization shall be as w Is understand that I/we may revoke this authorization at any to will not be affected,	alid as the original. I/We will be time by written notification to the
UWE ACKNOWLEDGE receipt of the Important I Information. If an investigative consumer report	Notice containing the Privacy Notice, Investigative Conis obtained, I/we DO DO NOT request to be in:	sumer Report, and MIB, Inc., terviewed.
I/We understand that the cash value and Death Bene investment experience of the sub-accounts, and that a except as provided by any lapse protection provision	I/We understand that variable universal life is a life insurant proceeds of a variable universal life policy may increadecrease in each value may cause a lapse in the policy and sof my/our policy. I/We have been informed of the risks given my/our overall objective towards investing and timespectus(es).	ase or decrease based upon file Loss of life insurance coverage involved in this life insurance
Still Water, OK Dated at (City ages state)		
Deform J. Cummis	es andreal Halherse	12/13/06
Signature of Proposed Insured A Donna L., Cunnins	77,0053	Date
Signature of Proposed Insured B  Signature of Applicant/Dominer/Trustee (Provide Officer's Title if policy is owned by a Corporation.)  J. Mike Holder, President	Witness PAY Knowl S	1-29-07 Date
Signature of Field Investment Reviewer (complete for SIVUL only)	Winesa	Date
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MCG Dallas

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Lincoln Financial Group

LINCOLN ULLPR-7

A LIFE INSURANCE ILLUSTRATION Flaxible Premium Adjustable Life Folicy Propried by: John Ridings Lec 3838 Cak Lutan Ste 1450 Elallos, TX 18219 Tol 214.332 7409

hearted Danna Continues
Age: 68
Sex: Female.

Sex: Cinse: Preferred Best inned Death Henefit Initial Death Benefit Ont. Payment Mode: Riders;

000,000,012 Annual

Section B: Summary of Values

### The Values

Below is a summary of the lithestrated surrender values and death benefits of this Lincoln UL 178-7 lithestration. The surrender values and death banefits shown below assume that the annual premium nullsy amounts are paid as illustrated in Sections C & D.

1 20 4	·			Şurrender V	ສໃນ <b>ຂ</b> ຸຊ	:		Death Bone	ជ	
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Altomate Basis	Current   Busis	Guaranteed Bosis	Midpoint Basis	Alternate Dasis	Current Basis
5 10 15 20 30	72: 77 82 87	3(1),451 3(1,451 3(1,451 0 0	0 0 0 0	67,835 0 0	216,094 1,238,243 2,097,994 462,011 0	268,846 : 1,291,441 2,236,215 723,583 0	/1,507,257 13,614,513 14,521,770 14,521,770 14,521,770	11,307,257 13,014,513 14,521,770 14,521,770 14,521,770	11,507,257 13,014,513 14,521,770 14,521,770 14,521,770	11,507,257 13,014,513 13,521,770 14,521,770 14,521,770
3 8 13	70 75 80	301,451 301,451 301,451	n 0 0	ช 45,104 กั	835,869 1,8173,334	864,577 1,900,927	10,904,354 12,411,611 13,918,867	10,904,354 12,414,611 11,918,867	10,904,354 12,411,611 13,914,867	10,904,354 {2,411,61} {3,918,867
Cover	age la	paes in year.	. 38	38	38	38	38	19	38	

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is. lapsing without value,

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been nevised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date

of applicant/owner (If other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult yeth tax advisors regarding the tax effects of the illustrated policy.

Dete

Signature of licensed agendrepresentative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

a part of Lincoln National Corporation

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Page S of 13

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Any person who knowingly, and with intentio injure, defraud or deceive any insurer, makes any olding the policy containing any false, incomplete or misteading information is guilty of a follow.	if the proceeds of an Insurance
Under penalities of perjury, it is confident that which executive or Amployer Administration in the taxograph of the confident of the confiden	taupplication are correct olding of U.S. Fedoral Income
TWB inversed the questions and answers in this application and destine that they are complete and the knowledge and belief. I'W is a great of that this Application and destine that they are complete and the knowledge and belief. I'W is agreed that this Application a fail form a part of any Follow hand, and the Company distillative the advisor to any and a superior of the Company by the rights of requirements. TWF Application in this Application, walve any of the Company by the rights of requirements. TWF Application in this Application and agreement if advance payment has been delivered as each of the winds at the following the policy has been delivered as and accepted by making 2) the fulful prantium has different and the Proposed Insured (s) and 3) the Proposed Insured (s) and 3) and 2) around the same state of health and part of the application at the time conditions 1) and 2) around 1.	that me Agentikepresentative of the Temporary Lite Insurance: transcoult take office under the
L'AYE have paid 3' do the Agonic Ropresentative du exchange for the Temporary Life Insuland acknowledge that F(me) fully understant and accept heterns.	dercoment, and live
Take gurpese of this authorization is to allow That incoln National Life insurance Company, have inaffer- oligibility for ille opverage of a claim for benefits under a life pulley.	Complete, to determine.
trystauthorize any inicilical protessional itempital equities and load inatination, incurer, MIB, Inc., or any that has any choose or knowledge of motor or my/our physical or mental healther insignability to disclos Company, its returners, or any other party acting on the Company's behalf.	eiher pieon or organization o that information to the
Liwn nuthorized he Company to disclose medical information to MID, Inc., and to other insurers to who	
Pids authorization elialitic entité for two yours after it le signed. A photographie copy of this authorization at my four rèquest.	on ahall be as valle in the
DIVE understand that I/wo may revoke this anthorization at any time by written notification to the Computation collication will not be affected.	any; however, any aelion taken
if an investigative consumot report is obtained, I.wo LIDO. CIDO NOT request to be interviewed.	
LWE ACKNOWLEDGE recolpt of the Important Notice containing the Vrivacy Notice, investigative Conformation.	onsumer Roport, and MIH, Inc.,
SHI HUMEN OK	
Signature of Eropard Minera A Richard Bane 1 Winess	11-13-04
Stignaturo J. Land passed Lymaned II Witness	Date .
Signature of Application of The Composition of the Holland State of the Holland Corporation of the Hol	1-29-07
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	•••

CONFIDENTIAL



Prepared by: John Ridings Lee 3838 Oak Lawn Ste 1450 Dallas, TX 75219 Tel: 214.522.7460

## A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Richard Danel Age: 73 Sex: Male

Standard

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 Increase/Premium Annual None

### Section B: Summary of Values

### The Values

Class:

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL<sup>LRR</sup>.7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

		Ì		Surrender Va	lues	Death Benefit				
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	77 82 87 92 102	889,755 889,755 889,755 0 0	. 0 0 0 0	1,024,990 1,235,118 0 0	1,744,515 • 4,080,893 3,243,395 0 •0*	1,787,102 4,259,277 3,737,803 0 *0*	14,448,776 18,897,553 23,346,329 23,346,329 *0*	14,448,776 18,897,553 23,346,329 23,346,329 .+0*	14,448,776 18,897,553 23,346,329 23,346,329 *0*	14,448,776 18,897,553 23,346,329 23,346,329 +0*
3 8 13	75 80 85	889,755 889,755 889,755	91,247 0 0	515,230 1,452,511 0	815,624 3,197,329 4,203,900	832,711 3,306,503 4,544,451	12,669,266 17,118,042 21,566,818	12,669,266 17,118,042 21,566,818	12,669,266 17,118,042 21,566,818	12,669,266 17,118,042 21,566,818
Cove	rage	lapses in year	. 27	27	27	27	27	27	27	27

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value, "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date 1--29-07

Date

Signature of groupsed insugad(s)

XX INDE PHOCK

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

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Page 5 of 13

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Any person who knowingly, and with intent to injure, defined or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

# 

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Corrupany shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or arknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting un the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage,

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I'We will be given a copy of this authorization at my/our request,

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we LIDO LIDO NOT request to be interviewed.

I/WB ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

Dated at /

Signature of I Janelle Eichor

Wilness

Signature of I

J. Mike Holder, President

35 OK

10/04 CONFIDENTIAL



Prepared by: John Ridings Lee 3838 Oak Lewn Ste 1450 Dallas, TX 75219 Tel: 214,522,7450

### A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Janelle Eichor Age: 74 Sex; Female Class: Standard Best Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: \$10,000,000 Increase/Premium Annual

### Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL<sup>LPR</sup>-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V	alues			Death Benef		
Year	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20	78 83 88 93	464,740 464,740 464,740	0 0 0	0 0 0	416,369 1,199,004 764,743	433,948 1,266,354 925,056	12,323,700 14,647,399 16,971,099 16,971,099	12,323,700 14,647,399 16,971,099 16,971,099	12,323,700 14,647,399 16,971,099 16,971,099	12,323,700 14,647,399 16,971,099 16,971,099
30	103	ő	+0=	*0*	<b>+</b> 0 <b>+</b>	+0+	*0*	*0*	*0*	*0*
2 7 12	75 80 85	464,740 464,740 464,740	0 0 0	0 0 0	0 775,951 1,330,326	0 808,962 1,428,988	10,929,480 13,253,180 15,576,879	10,929,480 13,253,180 15,576,879	10,929,480 13,253,180 15,576,879	10,929,480 13,253,180 15,576,879
Cove	rage	apses in year:	25	25	25	25	25	25	25	25

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

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1-21-07

Date 1-29-07

Date

ignature of proposed insured(s)

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements itlustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with Tayadvisors regarding the tax effects of the illustrated policy.

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

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CONFIDENTIAL Page 5 of 11

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January 25, 2007 10:30am

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

# A 18 OR COMMITTEE OF CALUIC CONTROL OF STREET OF STREET OF STREET OF STREET

Under penalties of perjury, it is certified that (2) the social security or Employer 1D numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to repost interest or dividends.

# ASSAULT CATION CONTRACTOR STATES AND ASSAULT AND AND ASSAULT AND A

IWE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and boliof. I/WE agree, a) that this Application shall form a part of any Policy issued, and i) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or after any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take offect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial promium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

UWB have paid \$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

UWB authorize any medical professional, hospitul or other medical institution, insurer, MiB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

L'WE understand that L'we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected,

If an investigative consumer report is obtained, I/we EIDO EIDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

Holder, President

35 OX

10/04 CONFIDENTIAL

02/12/2007 08:30 FAX 405 744 4985

OK STATE GOLF

Ø 004

Feb 09 07 09:07p Lincoln Financial Group

MCG Dallas

214 528 4999

Prepared by: John Ridings Loc 3828 Day Luces Ste 1450 Daller, TX 75219 Tel: 214.522,7460

LINCOLN ULLPR-7

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

lasured: Janet Evans Age: 79 Age: Sex: Classe

hunat Deoth Benefit. Initial Death Benefit Opt. Payment Mode: Riders:

\$10,000,000 ក្រោយបា ស្រែកពេស None

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL 12.7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

		İ		Surrender V	alues			Death Bones	Gi ·	
Year/	Age	Annual Premium Outlay	Gunranteed Busis	Midpoint Busis	Alternaté Basis	Current Basis	Guaranteed Rosss	Midpoint Basis	Alternate Basis	Corrent Basis
\$ 15 20 30	83 88 93 98 108	686,022 686,022 686,022 6	0 0 0 0	() () () ()	745,000 854,707 0 0	772,009 949,960 0 0 0	13.439.111 16.860.222 20.298.333 20.298.333 -04	13,430,111 16,860,222 20,290,343 20,290,353 *0*	13,430,111 16,860,222 20,290,333 20,290,333 -0*	13,430,111 16,860,222 20,290,333 20,290,333
2 7 12	80 85 90	686.022 686.022 686.022	0 0 0	0 0 0	51,494 1,019,088 0	58,562 1,068,450 45	11,372,044 14,802,155 18,232,266	11,372,044 14,801,155 18,232,266	11,372,044 14,802,195 18,232,266	11,372,044 14,802,155 18,232,266
Cove	ragel	lapses in year	·; 21	21	71	21	7,1	21	21	31

NOTE: If "0"appears in the surrender value or fund value column, the premium authry will no longer provide for a surrender value or fund value, "00 in the fund value column may indicate a negative number. If "0" uppears in any of the above columns, the policy is 'tapsing without value.

### The Statements

. 1 (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advixors regarding the tax offects of the illustrated policy and also with respect to its valuation.

2	8-07
---	------

Date

2-8-07

Date

J. Mike Holder ature of applicant/owner (if other than the proposed incurad)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guarantoed elements this materiare subject to change. There made no statements that are inconsistent with the illustration. I have advised the applicant owner to consult with tax advisors regarding the tax affects of the lifest rated policy.

Date

Engrure of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

Under penalties of perjury, it is certified that (x) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for fallure to report interest or dividends.

# CODERATE OF COLUMN STREET, STR

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and it) that no Agent/Representative of knowledge and benef. If WB agree, as that this Application shall know a part of any Policy issued, and by make or after any contract, or the Company shall have the authority to waive a complete answer to any question in this Application, make or after any contract, or waive any of the Company's other rights or requirements. If we first a gree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

to the Agent/Representative in exchange for the Temporary Life insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

# 

The purpose of this authorization is to allow The Lincoln National Life insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or say other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

Title if policy is owned by a Co.

J. Mike Holder, President

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Lincoln

LINCOLN ULLPR.7

MCG Dallas

A LIFE INSURANCE ILLUSTRATION Flexible Premium Adjustable Life Policy Proposed by Talin Regings for SR 1450 SR 1450 Dullet, TX 71219. Tel: 214.522 7460

Incored Martin Glass Age: 73 Sev: Male Class: Standard Busi Standard Busi

Intial Death Benefit Initial Doub Benefit Opt.

\$10,000,000 Increase Premium Annual None

Section B: Summary of Values

The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLIN-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

***************************************	رايد		C	Surrender V	ព្យេកខេះ .	:		Death Becc	nt.	
Year/A		Anaud Premium Outley	Guaranteed Basis	Midpoins . Basis	Alternate Bosis	Current Hasis	Guaranteed Busis	Midpoini Basis	Alternate Basis	Current Basis
5 16 15 20 30	77 87 97	7-13,638 : 7-13,638 : 7-1,636 : 0 :	0 0 0 0 *0*	475,772 153,226 0 0	1,300,820 3,321,629 2,737,230 0	1,334,329 3 3,462,497 3,122,707	13,718,191 17,436,382 21,154,573 21,154,573 *0*	13,718,101 17,436,382 24,154,273 21,154,573	13,718,191 17,436,382 21,154,573 21,154,573	13,718,191 17,436,582 21,154,573 21,154,573
6 5 53	75 80 85	743,638 ; 743,638 ; 743,638 ;	û. <i>6</i> ŋ	188,110 574,016 0	333,453 2.541,855 3.503,030	546,934 2,627,961 3,770,129	12,230,915 15,949,455 19,667,296	12,230,91 \$ 15,949,105 19,667,296	12.230,915 15,949,105 19,667,296	12,230,915 15,949,105 19,667,296
Covera	ge lo	psos in yenr:	38	28	28.	28	28	28	78	14

NOTE: If "0"appears in the surrender value or find value column, the premium authy will no longer provide for a surrender value or fund value. "O" in the fund value column may indicate a negative number. If \$0.0 appears in any of the above columns, the policy is lapsing without value.

### The Statements

1 (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

of applicant owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the upplicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent/with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax alleges of the illustrated policy.

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Carporation

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Page 5 of 13

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	TANDO NOTICOPE AND ACCORDANCE OF THE SECOND PROPERTY OF THE SECOND P
	thy person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance
I	olicy containing any false, incomplete or misleading information is guilty of a felony.
	AXPAYER IDENTIFICATION NUMBER CERTIFICATION
Ĭ	Inder penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct expayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income
	ax for failure to report interest or dividends.
-	
	ER IFICATIONS:  /WB frave read the questions and answers in this application and declare that they are complete and true to the best of my (our)
1	nowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of
t	he Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or valve any of the Company's other rights or requirements. I/WB further agree that (except as provided in the Temporary Life Insurance
1	concernent if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the
J	olicy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the
	ifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in not part of the application at the time conditions 1) and 2) are met.
	/WE have paid \$to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we teknowledge that I (we) fully understand and accept its terms.
	NOTION AND AND AND AND AND AND AND AND AND AN
	The purpose of this authorization is to allow The Lincoln National Life lusurance Company, hereinafter Company, to determine
	• • • • • • • • • • • • • • • • • • • •
]	/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization hat has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the
	Company, its reinsurers, or any other party soling on the Company's behalf.
1	/WB authorize the Company to disclose medical information to MtB, Inc., and to other insurers to whom I/we may apply for coverage.
	•
,	This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.
1	I/WE undersland that I/wo may revoke this authorization at any time by written notification to the Company; however, any action taken order to notification will not be affected.
	1101 th Tourshies whi the pa by 20160
1	if an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.
	WB ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,
	information.
	Stillwater, OK
	Destruct (City and State)
	Signifure of Proposed Insured A Witness Witness
,	Connie Mashurn Mashburn Um
7	Signature of Proposed Jasured B Wilness
Ì	N/ Thoughton (fail EMONS 1-24-07
	Symbols of Applicant Owner France (Provide Witness Officer's Title I policy is comed by a Corporation.)
	J. Mike Holder, President

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CONFIDENTIAL



Prepared by: John Ridings Lee 3838 Oak Lawn Stc 1450 Dallas, TX 75219 Tel: 214.522.7460

### A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured:	Connic	Mashburn
----------	--------	----------

Female Standard Best Initial Death Benefit:

Initial Death Benefit Opt.

\$10,000,000 Increase/Premium

Payment Mode: Riders:

### Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL1PR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V	aiues	. 1	Death Benefit			
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basís
5 10 15 20 30	72 77 82 87 97	398,562 398,562 398,562 0 0	0 0 0 0 0	216,852 796,786 543,772 0 0	560,860 1,881,124 2,959,404 598,036 0	578,920 1,957,260 3,159,052 989,888 0	11,992,809 13,985,618 15,978,427 15,978,427 15,978,427	11,992,809 13,985,618 15,978,427 15,978,427 15,978,427	11,992,809 13,985,618 15,978,427 15,978,427 15,978,427	11,992,809 13,985,618 15,978,427 15,978,427 15,978,427
3 8 13	70 75 80	398,562 398,562 398,562	0	0 606,304 839,998	98,239 1,346,836 2,607,010	105,361 1,393,557 2,747,253	11,195,685 13,188,494 15,181,303	11,195,685 13,188,494 15,181,303	11,19 <i>5</i> ,685 13,188,494 15,181,303	11,195,685 13,188,494 15,181,303
Cover	rage l	lapses in year	-י 37	37	37	37	37	37	37	37

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

2-14-07	x Conner Mashelun
2-14-07	Signature of proposed insured(s)
Date	Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements rilustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax-offects of the illustrated policy.

Date

LLA0510-0566

Signature of Accused agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

CONFIDENTIAL

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PRACTINOPICAL PROPERTY. Call the South and the second the latest the second the Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing my false, incomplete or misleading information is guilty of a felony.

TAXPAYER IDENTIFICATION NUMBER CERTIFICATION:

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are consect taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

### CERTIFICATIONS

1,0

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WB further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take offect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial promium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

Ann Hold And Charles and the second s The purpose of this authorization is to allow The Lincoln National Life insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, ils reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WB understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

I/WB ACKNOWLEDGB receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

Marilynn A. McAfee Tide (policy is owned by a Corporation) Mike Holder, President

35 OK

10/04 CONFIDENTIAL

01/28/2007 15:28 FAX 405 744 4985

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214 528 4999

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Jan 29 07 03:47p 1Lincoln Funancial GroupMCG dallas

Preparent by Josa Ridings Lea 1638 Oak Lawn Sie 1480 Dallas, TX 27219 Tet: 214,522,7460

LINCOLN ULLPRLT A LIFE INSURANCE ILLUSTRATION Flexible Promium Adjustable Life Policy

Insured Manilyum McAfee Age: 69 Sex: Femule Class: Preferrey Bust

Initial Death Benefit Initial Death Benefit Ope.:

600,000,012

Section B: Summary of Values

The Values

Rejow is a summary of the lithistrated surrender values and death benefits of this Lincoln ULL 1847 thustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

***			حدودت و المحادة و المرادة و المعادة و المحادة و	Surrender Ve	tlues	}	Death Bunefit			
Ycarı	Age	Annual Premium ! Outley	Guaramees Basis	Midpoint Basis	Altornate Basis	Cutrent Basis	Quaranteed Basis	Midpoint Bosis	Alternate Basis	Current Basis
10 15 20 30	75 7¥ 63 88 98	307,152 307,152 307,152 0	0 0 0 0	0	219,346 1,138,656 1,869,524 0	211,695 1,189,516 1,899,672 11	11,335,758 13,071,316 14,607,274 14,607,274	11,535,756 13,071,516 14,607,274 14,607,274 14,607,274	(1,5,15,758 13,071,516 14,607,274 14,607,274 14,607,274	11,535,758 13,071,516 14,607,274 14,607,274 14,607,374
2 7 12	70 : 7,5 ; 80 ;	387,152 307,152 307,152	0 0 n	0 0 0	0 572,835 1,489,373	0 ; 953,392 ; 84C,385.1	10,614,103 12,130,061 13,685,870	10,614,303 12,150,667 13,685,919	10,614,303 12,150,061 13,685,819	10,614,303 12,(50,06) 13,688,819
Caves	age ic	psos in year:	33	33	33	33	33	33	33	33

NOTE: If "0" appears in the surrender value or fund value column, the promium outloy will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If "0" appears in any of the above columns, the policy is lapsing withour value.

### The Statements

t (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date

1-29-07

use of populcanicowner (it other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. Thave made no statements that are inconsistent with the illustration. I have advised the illustrated are subject to changeapplicantowner to consult with en effects of the illigrated policy.

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THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Curporation

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Page 5 of 13

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
TAXBAYER IDENTIFICATION NUMBER CERTIFICATION  Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct laxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.
I/WB have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and bellof. I/WB agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WB further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or noknowledged below and such Agreement issued), insurance will take offect under the Policy only when: 1) the Policy has been delivored to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.  I/WE have paid \$\frac{1}{2}\$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (wo) fully understand and accept its terms.
The purpose of this authorization is to allow The Lincoln National Life insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.
I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/cur physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.
I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.
This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I'We will be given a copy of this authorization at my/our request.
I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.
If an investigative consumer report is ablained, I/we IIDO IIDO NOT request to be interviewed.
I/WB ACKNOWLEDGB receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.
Styllwater, OK  Andrew Con and Strate  Remail and Office William Well  (6.10-16
Signature of Proposed Insured A Ronald O. McAfee Witness Data
Signature of Francisco Insured B  Witness  PAI  Signature of Francisco Insured B  Witness  PAI  Witness  PAI  Witness  Date  1-39-07  Date  Date  Date  Date  Date  Date  Date
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Jan 29 07 03: 46p

LINCOLN ULLPR.7

A LIFE INSURANCE ILLUSTRATION
Flexible Promium Adjustable Life Policy

Prepared by John Radings Lee 14/18 Oak Laten Ste 14/20 Deline TX 75210 Tel: 214.522.1460

Insued. Konold McAfee Age. 71 Sox: Male

Initial Beath Benefit: loutal Death Benefit: Opt.; Payment Mode: Rollers 110,081,090 resoc/Fremium Antust

The Values

MCG Dallac

Below is a summary of the illustrated surrender values and death benefits of this Linealn UL $^{1/2}$ . Illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C& D.

					Surrender V	irlues	.!		Death Bene	tit ·	
	Year		Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Altornate Basis	Currens Básis	Guaranteed Besis	Midpaint Basis	Alternate Basis	Current Basis
`}	5 10 15 20 30	75 / 80 / 85 / 90 /	461,317 : 461,317 : 461,317 : 0 :	0 0 0	0 0 0 0	\$80,003 1,915,556 2,341,538 0	\$99,464 1,995,741 2,5\$5,257 0	12,306,587 14,612,174 16,919,762 16,919,762	12,306,587 14,613,170 16,919,762 16,919,762 46+	12,306,487 14,613,174 16,910,762 16,919,702	12,306,587 14,6[3;174 16,919,762 16,919,762
	\$ 10 15	75 80 85	461,317 1 461,317 1 461,317	0 6 6	0 0	580,003 1.915,551 2,341,538	\$99,464 1,995,941 2,555,257	12,306,587 14,613,174 16,919,762	12,306,587 14,613,174 16,919,763	12,306,587 14,613,174 16,919,762	12,306,587 14,613,174 16,919,762
	Caves	age la	ptes in year:	310	30	30	à	az	16	20	76

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the find value column may indicate a negative number. If #0\* appears in any of the above columns, the nolley is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lewer. The licensed open/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

-14-17

Date 1--29-07

Date

Signature of proposed insufed(s)

-dignature of applicant/owner (if rather than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-gontanteed elements. Illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to change that are projects are auditagine tay of the illustrated policy.

Date

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

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Page 5 of 13

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AND THE RESIDENCE OF THE PROPERTY OF THE PROPE Any person who knowingly, and with intent to injure, defraud or decrive any insurer, makes any claim for the proceeds of an insurance policy containing any felse, incomplete or misleading information is guilty of a felony.

TAXPAYER DENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

CERTIFICATIONS.

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or after any contract, or waive any of the Company's other rights or requirements. I/WB further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement Issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

TAUTHORIZATION TO THE TAIL THE THE TAIL 
**经国际发生工程,发生工程的** The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hoteinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party soting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information,

Ignature of Proposed Insured A Anna McCormick

if policy is owned by a Corporation.

Mike Holder, President

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CONFIDENTIAL



Prepared by: John Ridings Lee 3858 Oak Lawn Sie 1450 Dallas, TX 75219 Tel: 214.522.7460

### A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Anna McCormick

į

Age: Sex:

Female Standard Best Class:

Initial Death Benefit:

Initial Death Benefit Opt.:

\$10,000,000 Increase/Premium

Payment Mode: Riders:

Annual

Section B: Summary of Value

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLFR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender Va	Death Benefit					
Year/Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guarantecd Basis	Midpoint Basis	Alternate Basis	Current Basis	
5	75	467,620	0	205,277	648,071	668,691	12,338,098	12,338,098	12,338,098	12,338,098
10	80	467,620	0	517,292	1,948,897	2,032,983	14,676,196	14,676,196	14,676,196	14,676,196
15	85	467,620	0	0	2,727,290	2,945,160	17,014,293	17,014,293	17,014,293	17,014,293
20	90	0	0	Ů.	0	0	17,014,293	17,014,293	17,014,293	17,014,293
30	100	0	Û	0	0	0	17,014,293	17,014,293	17,014,293	17,014,293
5	. 75	467,620	a	205.277	648,071	668,691	12,338,098	12,338,098	12,338,098	12,338,098
10	80	467,620	0	517,292	1,948,897	2,032,983	14,676,196	14,676,196	14,676,196	14,676,196
15	85	467,620	0	0	2,727,290	2,945,160	17,014,293	17,014,293	17,014,293	17,014,293
Cove	rage l	apses iu	34	` 34	34	34	34	34	34	34

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

nna Mc Cornick

ure of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

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a part of Lincoln National Corporation

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January 25, 2007 12:05pm

Page 5 of 13

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
NO NO PROPERTY (CENTOR PUBLICANIA DE LA COMPANIA DEL COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DEL COMPANIA DE LA COMPANIA DE LA COMPANIA DE LA COMPANIA DEL COMPANI
Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.
I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.
I/WB have paid \$to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.
The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.
I/WB authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.
I/WH authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.
This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. If we will be given a copy of this authorization at my/our request.
I/WB understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.
If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.
I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.
Stillwater OK-
2 m tallar where were 11-13-04
Signifune of Proposed Misuretic A Jon Patton Whates () Date

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Signature of Applicant Owner Trustee (Provide Officer's Title if policy is owned by a Corporation)
J. Hike Holder, President

10/04

CONFIDENTIAL



Prepared by: John Ridings Loe 3838 Oak Lawn Ste 1450 Dallas, TX 75219 Tel: 214,522,7460

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Jon Patton 72 Male Preferred

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: \$10,000,000 Annual

# Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL1PR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V	alues	.	Death Benefit			
Year/Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	
5 10 15 20 30	76 81 86 91 101	\$16,402 516,402 516,402 0 0	0 0 0 0 *0*	0 0 0 0	742,771 2,127,361 1,910,261 0 +0+	765,539 2,220,413 2,153,778 0 *0*	12,582,010 15,164,020 17,746,030 17,746,030 *0*	12,582,010 15,164,020 17,746,030 17,746,030 *0*	12,582,010 15,164,020 17,746,030 17,746,030 *0*	12,582,010 15,164,020 17,746,030 17,746,030 +0*
4 9 14	75 80 85		0 0	0 0 0	475,584 1,857,277 2,220,351	490,759 1,931,195 2,426,367	12,065,608 14,647,618 17,229,628	12,065,608 14,647,618 17,229,628	12,065,608 14,647,618 17,229,628	12,065,608 14,647,618 17,229,628
Cove	rage	lapses in year.	; 28	28	28	28	28	28	28	28

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date 1-29-07

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date

Signature of licensed agent/representative

LLA0510-0566

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

CONFIDENTIAL Page 5 of 13

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January 25, 2007 10:58an

<b>PR 太七</b> 汀	NOTICE.

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

# TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Faderal income

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WB further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Polloy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

I/WE have paid \$\_ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I'we acknowledge that I (we) fully understand and occept its terms.

# A MILLIANDE AND LEASE OF THE SECOND

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A pholographic copy of this authorization shall be as valid as the original. I'We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

s Title if polloy is owned by a C

J. Mike Holder, President

35 OK

10/04

CONFIDENTIAL



Female

Standard

# LINCOLN ULLPR-7

Prepared by: John Ridings Lee 3838 Oak Lawn Ste 1450 Dallas, TX 75219 Tel: 214.522.7460

## A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Nancy Patton Age: Sex:

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 Increase/Premium Annual

### Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLER,7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

	1			Surrender V	alues	Death Benefit				
Year/Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	
5 10 15 20 30	76 81 86 91 101	530,959 530,959 530,959 0	0 0 0 0	238,751 531,219 0 0	667,943 1,936,021 2,480,272 0 *0*	689,842 2,024,419 2,709,271 0 *0*	12,654,797 15,309,594 17,964,391 17,964,391 *0*	12,654,797 15,309,594 17,964,391 17,964,391 *0*	12,654,797 15,309,594 17,964,391 17,964,391 +0+	12,654,797 15,309,594 17,964,391 17,964,391 *0*
4 9 14	75 80 85	530,959 530,959 530,959	0 0 0	115,044 547,363 0	416,061 1,691,846 2,5 <b>5</b> 6,717	430,705 1,762,266 2,749,893	12,123,838 14,778,634 17,433,431	12,123,838 14,776,634 17,433,431	12,123,838 14,778,634 17,433,431	12,123,838 14,778,634 17,433,431
Cove	rage !	lanses in vest	. 30	30	30	30	30	30	30	30

NOTE: If "0" appears in the surrender value or find value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date 1-29-07

Date

of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the take effects of the chastrated policy.

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

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CONFIDENTIAL Page 5 of 13

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January 23, 2007 11:00am

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PRAIN NOTICE.  Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance
policy containing any false, incomplete or misleading information is guilty of a leading.
TAXPAYER IDENTIFICATION NUMBER CERTIFICATION
Under penalties of perjury, it is certified that (2) the social security of simployer 1D humbers are not subject to any backup withholding of U.S. Federal income taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.
CENTIFICATIONS
I'WE have read the questions and answers in this application and declare that they are dumpted and the total that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Cornpany shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I'WE further agree that (except as provided in the Temporary Life Insurance waive any of the Company's other rights or requirements. I'WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.
I/WE have paid 5 to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.
SECTION CONTROL OF THE PROPERTY OF THE PROPERT
The purpose of this authorization is to allow The Lincoln National Life insurance Company, noteinated Company, to determine eligibility for life goverage or a claim for benefits under a life policy.
I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.
I/WE authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.
This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/We will be given a copy of this authorization at my/our request.
I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.
If an investigative consumer report is obtained, I/we IIDO IIDO NOT request to be interviewed.
JWE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.
Stillwater, OR,
Signatured A Carol Ann Powell Winness Date
Witness Proposed Insured B.  Witness Proposed Insured B.  Witness Proposed Insured B.  Date  Date  Date  Date
Officer's Tile if policy is awned by a Corporation.)  J. Mike Holder, President

10/04

CONFIDENTIAL

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A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Prepared by: John Ridings Lee 1450 Turtlecreek Village II 3838 Oak Lawa Dallas, TX 75219 Tel: 214.522.7460 Fax: 214.528.4999

Insured: Carol Ann Powell

Age: 67
Sex: Female
Class: Preferred

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Ridets: \$10,000,000 Increase/Premium Annual None

# Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULL\*\*-7, illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

			Surrender Values				Death Benefit			
Year/Age		Annual Premium Outlay	Guaranteed Basis		Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Bosis	Alternate Basis	Current Basis
10 15 20	71 76 81 86 96	293,987 293,987 293,987 0 0	0 0 0 0 0	207,345 0 0 0	247,496 1,237,209 2,072,723 437,816 0	259,879 1,289,761 2,209,934 696,690 0	11,469,934 12,939,868 14,409,801 14,409,801 14,409,801	11,469,934 12,939,868 14,409,801 14,409,801 14,409,801	11,469,934 12,939,868 14,409,801 14,409,801 14,409,801	11,469,934 12,939,868 14,409,801 14,409,801 14,409,801
9	70 75 80	293,987 293,987 293,987	0	180,668 0	75,736 1,040,105 1,947,650	83,902 1,081,637 2,063,527	11,175,947 12,645,881 14,115,815	11,175,947 12,645,881 14,115,815	11,175,947 12,645,881 14,115,815	11,175,947 12,645,881 14,115,815
Covera	ge l	apses in year	. 32	32	32	32	32	32	32	32

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

3-6-07

2-5-07

Date

x Daral Grandswell

SJJ TIDAHU

Signature of applicant/owner (if other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tay advisors regarding the tay offices of the illustrated policy.

3-5-07

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

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a part of Lincoln National Corporation

Page 5 of 13

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Z BOOK WHITE TO COMPANY AND	Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
Under penalties of perjury, it is certified that (a) the social scourity or Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.	taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income

EERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or alter any contract, or waive any of the Company's other rights or requirements. I/WB further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

L/WE have peid \$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept its terms.

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.

I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

L'WB authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. If We will be given a copy of this authorization at my/our request.

I/WE understand that I/we may rovoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.

If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.

Still water, o.k		
Signature of Proposed Inspred A	Williams Way	11-13-06
G. Scott Russell		Date
Signature of Applicant Owner, Trustee (Provide	Wilness SAIL IESTONS	Dale 1-29-07
Officer's Title lipolicy is owned by a Corporation) J. Mike Holder, President	Witness	Date

35 OK

CONFIDENTIAL



Prepared by: John Ridings Lee 3838 Oak Lawn Ste 1450 Dallas, TX 75219 Tol: 214,522,7460

### A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: C. Scott Russell Age: 70 Sex: Male Class: Standard Best Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: \$10,000,000 Increase/Premium Annual None

## Section B: Summary of Values

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL<sup>LPR</sup>-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

	}		Surronder Values				Death Benefit			
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternale Basis	Current Basis
5 10 15 20 30	74 79 84 89 99	624,063 624,063 624,063 0 0	0 0 0 0 40*	478,812 896,737 0 0	1,072,187 3,007,725 4,082,041 0 40=	1,100,754 3,127,744 4,411,589 0	13,120,316 16,240,632 19,360,947 19,360,947 *0*	13,120,316 16,240,632 19,360,947 19,360,947 40*	13,120,316 16,240,632 19,360,947 19,360,947 *0*	13,120,316 16,240,632 19,360,947 19,360,947 *0*
1 6 11	70 75 80	624,063 624,063 624,063	0 0 0	0 626,855 805,066	0 1,432,061 3,415,704	0 1,472,689 3,565,245	10,624,063 13,744,379 16,864,695	10,624,063 13,744,379 16,864,695	10,624,063 13,744,379 16,864,695	10,624,063 13,744,379 16,864,695
Cover	rage l	apses in year	; 29	29	29	29	29	29	29	29 .

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07	(X) C. Stott 1 (unil:
Date	; Stepature of proposed insured(s)
1-29-07	XXIII BURBON
Date	Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with the applicant/owner to consult with the applicant of the filter of the filt

1-29-07 x Sow Floringshee

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY
a part of Lincoln National Corporation

LLA0510-0566

Date

CONFIDENTIAL Page 5 of 13 CAI 4536

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January 25, 2007 11:07am

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		ý
FRAUD NOTICE		3
fraudulent insurance act, which is a crime, as determine	any insurance Company or other person files an application is for the purpose of misleading information concerning dipy a court of competent jurisdiction.  E. incomplete, misleading facts or information to an intelligible intersection of the purpose.	my fact material thereto, commits is
company or agent of an insurance company who know for the purpose of definading or attempting to defina proceeds shall be reported to the Colorado Division of I New Mexica, Oklahoma - Any person who knowingh for insurance or statement of their containing	ingly provides false, incomplete or misleading facts or infi d the policyholder or claimant with regard to a settlem nsurance within the Department of Regulatory Services, y and with intent to defraud any insurance company or oth	to and civil damages. Any insurance comments to a policyholder or claimaddent or award payable from insurance of person and who files are continued.
raise meterials alered commits a fraudulent insurance of	ct which is a crime and subjects such person to criminal ar	rd civil penaltics.
I/WE have read the questions and answers in this application shall form a part of to waive a complete answer to any question in this Application for the transport of the farther agree that (except as provided in the Terrand such Agreement issued), insurance will take effect initial premium has been paid in full during the lifetime and insurability as described in each part of the application.	cation and declare that they are complete and true to the beany Policy issued, and b) that no Agent/Representative of ilication, make or alter any contract, or waive any of the Corporary Life Insurance Agreement if advance payment had under the Policy only when: 1) the Policy has been deliver of the Proposed Insured(s); and 3) the Proposed Insured on at the time conditions 1) and 2) are met.	est of my (our) knowledge and bellef, the Company shall have the ambority, mpany's other rights or requirements, a been made or acknowledged below- ered to and accepted by metus; 2) the (s) remain in the same state of health
I/WE have paid \$ to the Agen/Representative) fully understand and accept its terms.	sive in exchange for the Temporary Life Insurance Aga	ement, and I/we acknowledge that I
ALTEGRIZATION DESCRIPATION		400 - AN -
The purpose of this authorization is to allow The Line coverage or a claim for benefits under a life policy.	coln National Life Insurance Company, hereinafter Com-	cany, to determine eligibility for life
I/WE anthorize any medical professional, hospital or or records or knowledge of metus or my/our physical or n other party scaling on the Company's behalf. I/WE antho I/we may apply for coverage.	other medical institution, insurer, MIB, Inc., or any other nental health or insurability to disclose that information to wize the Company to disclose medical information to MI	person or organization that has any the Company, its reinsurers, or any 3, Inc., and to other insurers to whom
Company; however, any action taken prior to notification		my time by written polification to the
I/WE ACKNOWLEDGE receipt of the Important Information. If an investigative consumer report	Notice containing the Privacy Notice, Investigative to is obtained, I've DO DO NOT request to be	Consumer Report, and MIB, Inc.,
I'We declare there is a current need for life insurance.  I'We understand that the cash value and Death Bene investment experience of the sub-accounts, and that a excert as provided by any large vertex.	I/We understand that variable universal life is a life in fift proceeds of a variable universal life policy may in decrease it cash value may cause a lapse in the policy sof my/our policy. I/We have been informed of the r	surance policy.  crease or decrease based upon the
Stillwater, OK Dated at (City and State)		•
$\times$	axtall 1	
Signature of Proposed Insured A Roy A. Scott	Wholes who was the	Date 7
Signature of Proposed Insured B.  Signature of Applicant/Owner/Trustee (Provide Officer's Title if policy is owned by a Corporation.)  1 bit to Holder Provide Officer's	Witness Fry Caluals	Date 1-29-07
J. Mike Holder, President Signature of Field Investment Reviewer (complete for SVUL only)	Wilmess	Dale
B45	CONFIDENTIAL	CAI 4738



### LINCOLN ULLPR-7

Propaged by: John Ridings Lee 3838 Oak Lawn Ste 1450 Dallas, TX 75219

# A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Roy Scott. Male Standard

Initial Death Benefit Initial Death Benefit Opt: Payment Mode: Riders:

000,000,012 Increase/Premium Annual None

### Section B: Summary of Values

#### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLIFE,7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

	Ì			Surrender V	alues			īt		
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	73 78 83 88 98	701,966 701,966 701,966 0	88,233 0 0 0 *0*	896,383 1,919,669 639,322 0 *0*	1,362,663 3,559,813 5,138,863 0	1,396,831 3,702,597 5,528,974 125 +0+	13,509,832 17,019,663 20,529,495 20,529,495 *0*	13,509,832 17,019,663 20,529,495 20,529,495 *0*	13,509,832 17,019,663 20,529,495 20,529,495 *0*	13,509,832 17,019,663 20,529,495 20,529,495 *0*
2 7 12	70 75 80	701,966 701,966 701,966	0 0	116,738 1,378,556 1,959,745	215,017 2,199,733 4,458,641	222,027 2,266,021 4,677,629	11,403,933 14,913,764 18,423,596	11,403,933 14,913,764 18,423,596	11,403,933 14,913,764 18,423,596	11,403,933 14,913,764 18,423,596
Cover	age l	apses in year:	: 30	30	30	30	30	30	30	30

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value, "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

# The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date

1-29-07 Date

are of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL Page 5 of 13

CAI 4686

v2006.4.1

January 25, 2007 11: 13am

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FRAUD NOTICE		1
Any person who knowingly and with intent to defrau containing any materially false information, or conclinated line and materially false information, or conclinated line in the second of the surface of the second	alse, incomplete, misleading facts or information to an enables may include imprisonment, fines, denial or insu- wingly provides false, incomplete or misleading facts or and the policyholder or claimant with regard to a settl if insurance within the Department of Regulatory Service gly and with intent to defined any insurance company or partially false in formation and insurance company or partially false in formation.	ing any fact material thereto, commits a insurance company for the purpose of sance and civil damages. Any insurance information to a policybolder or claimant teneral or award payable from insurance s. other person and who files an application
CERTIFICATIONS	e act which is a crime and subjects such person to criming	and civil penalties.
I/WE have read the questions and answers in this app I/WE agree, a) that this Application shall form a part to waive a complete answer to any question in this Ap I/WE further agree that (except as provided in the To and such Agreement issued) incurance will take affect	olication and declare that they are complete and true to the of any Policy issued, and b) that no Agent/Representative oplication, make or after any contract, or waive any of the emporary Life Insurance Agreement if advance payment of under the Policy only when: 1) the Policy has been do one of the Proposed Insurance (s); and 3) the Proposed Insurance at the time conditions 1) and 2) are met.	e of the Company shall have the authority Company's office rights or requirements? That been made or acknowledged below.
I/WE have paid \$ to the Agent/Represe (we) fully understand and accept its terms.	mative in exchange for the Temporary Life Insurance A	Agreement, and I/we acknowledge that I
AUTHORIZATION/DECE AVAILABLE		
The purpose of this authorization is to allow The Li coverage or a claim for benefits under a life policy.	ducoln National Life Insurance Company, hereinafter C	ompany, to determine eligibility for life
I/WE authorize any medical professional, hospital or records or knowledge of mejus or my/our physical or other party acting on the Company's behalf. International or the Company's behalf.	or other medical institution, insurer, MIB, Inc., or any or a mental health or insurability to disclose that informatic therizants Company to disclose mathematics to	ther person or organization that has any in to the Company, its reinsurers, or any term to the comband to effect the person to minute
Company; however, any action taken prior to notifical		at any time by written notification to the
WE ACKNOWLEDGE receipt of the Important Information. If an investigative consumer rep	nt Notice containing the Privacy Notice, Investigation tis obtained, I've ADO [] DO NOT request t	ve Consumer Report, and MIH, Inc.,
DECLARATON FOR SYDLYGL ONLY  I/We declare there is a current need for life insurant  I/We understand that the cash value and Death Br  investment experience of the sub-accounts, and tha  except as provided by any large protection required.	ce. I/We understand that variable universal life is a life the fit proceeds of a variable universal life policy may a decrease in cash value may cause a lapse in the policy. I/We have been informed of the policy of the private majorary life that the termination of the private majorary life that the termination of the private majorary life that the termination of the private majorary life that the private majorary life is a life in a	e insurance policy, y increase or decrease based upon the licy and loss of life insurance coverage
Stillwater, Oklahoma		
Signature of Proposed Limited A Stancin H. Scott	Harfe Congra	-  - 7 
Signature of Proposed Insured B  Signature of Applicationnes (Frustee (Provide Officer's Title if policy is owned by a Corporation.)  J. Mike Holder, President	Wines PA, J- Chals	Date 1-29-07
Signature of Field Investment Reviewer (complete for SVVII. only)	Witness	Nate
B45	CONTENT MARKET V	
_	CONFIDENTIAL	CAI 4796



# LINCOLN ULLPR\_7

Prepared by: John Ridings Lee 3838 Oak Lawn Ste 1450 Dalfae, TX 75219

A LIFE INSURANCE ILLUSTRATION Flexible Premium Adjustable Life Policy

Insured: Sharon Scott 68 Female Preferred

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Riders:

\$10,000,000 Increase/Preminor Annua None

# Section B: Summary of Values

#### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULUR-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V	alues	Death Benefit				
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Curent Basis
5 10 15 20 30	72 77 82 87 97	329,118 329,118 329,118 0	0 0 0 0	38,489 371,523 0 0	392,559 1,498,735 2,410,658 508,148 0	407,646 1,561,552 2,573,284 819,594 0	11,645,588 13,291,175 14,936,763 14,936,763 14,936,763	11,645,588 13,291,175 14,936,763 14,936,763 14,936,763	11,645,588 13,291,175 14,936,763 14,936,763 14,936,763	11,645,588 13,291,175 14,936,763 14,936,763
3 8 13	70 7 <i>5</i> 80	329,118 329,118 329,118	0 0 0	0 285,787 251,020	4,288 1,051,126 2,109,206	10,330 1,089,829 2,224,125	10,987,353 12,632,940 14,278,528	10,987,353 12,632,940 14,278,528	10,987,353 12,632,940 14,278,528	10,987,353 12,632,940 14,278,528
Cave	rage :	lapses in year	39	. 39	39	39	39	39	39	39

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

Date

1-29-07

Date

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

Date

ture of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

CAI 4744

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January 25, 2007 11:20ani

FRAUD NOTICE
Any neight wind beautington and neith To.
Any person who knowingly, and with intentioning, defrault or decive any insurer, makes any claim for the process of an insural policy containing any false, incomplete or inflicating information is guilty of a felony.
TAXPALER IDENTIFICATION NOMBER CERTIFICATION
NATIONAL CONTINUES OF CONTINUES
taxpayer identification numbers, and ibjecte holders of sald-numbers not subject to any backup withholding of U.S. Federal Indo tax for failure to report interest or dividends.
CERTIFICATIONS
AWE have read frequestions and answers in this application and declare the time of a read free to the best of my (one).  Enowledge and belief. LWE agree, a) that this studiostion shall forms and the second little to the best of my (one).
knowledge and belief LVR agree; in) that hits Application and dediscuthen they are complete and frue to the best of my fond; the Company shall have the agree; in) that hits Application shall formet part of any Policy is used, and in) the hoc Agent Representation was a supplication and in the Application, make or after any contract, or was any of the Company a other agins or equirements. ITMP further agree that forcest as provided in the Temporary Life in surar Agreements for any contract, or Agreements and contract and according to the Proposed House of the Brown of the Proposed House of the Brown of the
I/WE have paid \$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledges that I (we) fully understand and accept he terms.
Les Dispusses this authorization is to allow The Emosis Validad Lifethaurance Company, here he feet Company, to determine of gibility for life coverage or a claim for benefits under a life polloy:
PME authorize any medical professional; hospital or other medical institution; incurer, MIB, inc., crany other prison or organizatio that has any records of knowledge of mouse or my/our physical or mental health or insurability roulisolose that hypomation to the Company, its reinsurers, or any other party soling on the Company's behalf.
LYNE audiorizatho Company to disclose medical information to MIB, the pand to other insurers to whom I've hav apply for account
Fhis authorization shalk be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. If We will be given a copy of this authorization at my/our request.
FWE understand that I'we may toyoke this authorization at any time by written notification to the Company; however, any action is offer to notification will not be utfacted;
f att investigative nonsumer report is obtained, I/we. LiDO NOT request to be intorviewed.
/WE A CKNOWI EDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, 1:
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P.C. 2002 261
Date Date
TO STATE OF THE PROPERTY CONTROL OF PROVIDE

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CONFIDENTIAL



# LINCOLN ULLPR-7

Prepared by: John Ridings Lee 3838 Oak Lawn Ste 1450 Dallas, TX 75219 Tel: 214 522 7460

### A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Dick Socrael Age: 69 Sex: Male

Standard

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode; \$10,000,000 Increase/Premium Annual None

# Section B: Summary of Values

#### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR.7 illustration. The surrender values and death henciits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

	1	Surrender Values					Death Benefit				
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	
	73	701,966	88,233	896,383	1,362,663	1,396,831	13,509,832	13,509,832	13,509,832	13,509,832	
10	78	701.966	a	1,919,662	3,559,813	3,702,597	17,019,663	17,019,663	17,019,663	17,019,663	
1,5	83	701,966	0	639,322	5,138,863	5,528,974	20,529,495	20,529,495	20,529,495	20,529,495	
20	88	اه	C	Ď	, ,	125	20,529,495	20,529,495	20,529,495	20,529,495	
30	98	ō	*0*	*0*	*0*	*0*	*0*	<b>«О»</b>	*0*	*0*	
2	70	701,966	0	116,738	215.017	222,027	11,403,933	11,403,933	11,403,933	11,403,933	
7	75	701.966	0	1,378,556	2,199,733	2,266,021	14,913,764	14,913,764	14,913,764	14,913,764	
12	80	701,966	0	1,959,745	4,458,641	4,677,629	18,423,596	18,423,596	18,423,596	18,423,596	
Cove	raon l	ianses in vear	. 30	30	30	30	30	30	30	30	

NOTE: If "0" appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

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1-29-07

Date

1-29-07 Date Signature of proposed insure

Signature of applicant/owner (if other than the proposed insured)

J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding the tax effects of the illustrated policy.

74-07 Date

Signature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL Page 5 of 13 CAI 5145

v2006.4.1

January 25, 2007 11:30am

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FRAUD NOTICE
Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
TAXPAYER IDENTIFICATION NUMBER CERTIFICATION
Tinder mentities of periors it is partified that for the partition will be a second or the second of
taxpayer identification numbers, and (b) the holders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.
CERTIFICATIONS
I/WB have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy Issued, and b) that no Agent/Representative of the Company's other rights or requirements. I/WE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: 1) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.  I/WE have paid \$\frac{1}{2}\$ to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we acknowledge that I (we) fully understand and accept in the part of the Temporary Life Insurance Agreement, and I/we
acknowledge that I (we) fully understand and accept its terms.
The purcose of this authorization is to allow The Liveous National Life.
The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for benefits under a life policy.
I/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.
I/WB authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for coverage.
This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I'We will be given a copy of this authorization at my/our request.
I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken prior to notification will not be affected.
If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed.
IWE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc., information.
Stillwater, OK
Signature of Proposed Insured A Gwen Spergel Wheese The Date
Signature of Proposed Inquired B  Signature of Applicant Ornhert Trustee Provide Officer's This by policy is owned by a Corporation.)  J. Mike Holder, President  Witness  Witness  Date  Date  Date

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CONFIDENTIAL



### LINCOLN ULLPR-7

Prepared by: John Ridings Lee 3838 Oak Lawn Ste 1430 Dallas, TX 75219 Tel: 214.522.7400

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Gwen Soergel Age: 67 Sex: Female

Standard

Initial Dea Initial Dea

Initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: \$10,000,000 crease/Premium Annual None

Section B: Summary of Values

### The Values

Class:

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR.7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender Values Death Ben			Death Benef	nefit		
Year/	Λg¢	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5 10 15 20 30	71 76 81 86 96	433,572 433,572 433,572 0 0	0 0 0 0 0	311,233 1,178,528 1,454,760 0	598,645 2,075,415 3,393,120 1,412,758 0	617,734 2,156,845 3,610,822 1,845,150 0	12,167,858 14,335,716 16,503,574 16,503,574 16,503,574	12,167,858 14,335,716 16,503,574 16,503,574 16,503,574	12,167,858 14,335,716 16,503,574 16,503,574 16,503,574	12,167,858 14,335,716 16,503,574 16,503,574 16,503,574
4 9 14	70 75 80	433,572 433,572 433,572	0 0 0	143,636 1,022,318 1,518,302	346,243 1,776,408 3,181,467	358,862 1,840,577 3,364,297	11,734,286 13,902,144 16,070,002	13,734,286 13,902,144 16,070,002	11,734,286 13,902,144 16,070,002	11,734,286 13,902,144 16,070,002
Cove	rage !	lanses in vear	; 37	37	37	. 37	37	37	37	37

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1-29-07

Date 1-29-07

Date

De Juen Surgel

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with the advisors regarding the tax offects of the illustrated policy.

Date

ignature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

CONFIDENTIAL

CAI 5201

v2005.4.1

January 25, 2007 11:32am

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Taring.	
C. P. Harris C. Pa-	

SINIE WULL Feb 05'07'11:505 MCG Dallas 214 52R 4999 E.9 FRAUD NOTICE FRAUD NOTICE.

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony. TAXPAYER IDENTIFICATION NUMBER CERTIFICATIONS: A CONTROL OF THE SHOWN IN 18th application are correct templayer if multiparties and (b) the holders of said numbers are not subject to any backup withhelding of U.S. Federal income tax for failure to report interest or dividends. CENTRE ATIONS CERCLE WATIONS:

LIWE have read the questions and answers in this application and declare that they are complete and true to the best of my (our). I'W E navereau the questions and answers in this application and described they are complete and true to the pestine my four, frowledge and belief. I'WE agree, a) that this Application shall form a part of any Policy secure, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make at alter any contract, or waive any of the Company's other rights or requirements: I'W E further agree that fexcept as provided in the Temporary Life Insurance wayse they of the Company is described or acknowledged below and such Agreement issued), insurance will take affect under the Agreement issued), insurance will take affect under the Policy only when: 1) the Policy has been delivered to and scerpted by metus; 2) the initial premium has been poid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in cook part of the application at the time conditions 1) and 2) are met. I/WE have paid 5\_\_\_\_\_\_ to the Agent/Representative in exchange for the Temporary Life insurance Agreement, and I/we seknowledge that I (we) fully understand and accept intame. THE STATE OF THE S The purpose of this authorization is to allow the Lincoln National Life Instrument Company, hereinster Company, to determine alightitity for life coverage or a claim for benefits under a life policy. ITWE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of major or my/our physical or mental health or manuality to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf. I/WE authorize the Company to disclose medical information to MIB, Inc., and to other injurers to whom I/ws may apply for coverage. This authorization shall be railed for two years after it is signed. A photographic copy of this authorization and it as the original. We will be given a copy of this authorization of my/our request. I/WE understand that I/we may ravoke this authorization at any time by written autilitation to the Company; however, any action taken prior to nutification will not be affected. If an investigative consumer report is obtained, I/we DDO DDO NOT request to be interviewed. I'WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Nurice, Investigative Consumer Report, and MID, Inc.,

**ASOK** 

10/04

CONFIDENTIAL

Ø001 02/05/2007 11:56 FAX 405 744 4985 OK STATE GOLF Feb 05 07 11:50a 214 528 4999 p.2 Properted by Laim Ridings Len 1838 Ook Laim See 1430 Oddlas, TX 7521 Lincoln LINCOLN ULLPR-7 Financial Group A LIFE INSURANCE ILLUSTRATION Flexible Promium Adjustable Life Policy \$10,000,000 Initial Dents Brnefit british Death Benefit Opt.. Payinght Mods' Riders' Incresse/Premium Annual None Insured, Gary Sparts Male Section B: Summary of Values The Values Below is a summary of the illustrated surrender values and death benefits of this Lincoln IIL 1987 illustration. The surrender values and death benefits shown below assume that the annual promiters outlay amounts are paid as illustrated in Sections C & D. Degth Benefit Spreader Values Annual . Alternate Midpoint Current Current ! Guarantoùi мифони Alternate Busis Year/Age Premions Basis Basis Busis 13515 Basis Buris Basis Chilley 13 (17.601 (6.235,203 [3,117,60] 16,231,293 19,352,804 19,352,804 13,117,601 16,235,207 19,352,804 1.036,770 2,526,812 3,093,308 1,177,495 3,658,360 5,927,346 1.410,590 406,839 623,520 623,520 18,235,203 70 : 3,797,858 6,304,120 19,352,804 15 20 30 19.352.804 19.352,804 19,352.804 19,352.804 39,352,804 19,352,804 3,352,201 85; 95: 19,352,804 Ď 13,117,601 16,235,203 12,352,804 13,117,601 13,117,601 13,117,60] 1,410,596 1 377 495 1,026.770 406,839 16,235,203 19,352,804 ,\$ 10 70 623,520 ; 16,235,203 16,235,203 528.812 3,658,360 5,921,346 75 ° 623,520 : 623,520 : 0 3,093.308 15 42 32 42 42 47 Coverage lapses in year: NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or find value. "O" in the fond value column may indicate a negative number. If \*04 appears in any of the above columns, the policy is lapsing without value. The Statements I (We) have received a copy of this illustration and understand that any non-gupranteed elements illustrated are subject to change and could be either higher or lawer. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this titustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the lax effects of the illustrated policy and plac with respect to its valuation. 2-1-07 Date 2-1-07 Signature of applicant/owner (g other than the proposed insured) J. Mike Holder I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-goardneed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with tax advisors regarding theyax effects of the illustrated policy. gostore of licensed agent/corresentative THE LINCOLN NATIONAL LIFE INSURANCE COMPANY Date a part of Lincoln National Corporation

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Page 5 of 13

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Any person who knowingly, and with latent to inj policy containing any false, incomplete or mislease	ure, defraud or de	ceive any insurer, makes any sailty of a felony.	y claim for the proceeds of	an insurance
Under penalties of perjury, it is certified that (a) fit taxpayer identification numbers, and (b) the holder tax for failure to report interest or dividends.	he social security :	or Employer ID numbers shi	num in this annihosting ore	COVERAL
X SECTION OF THE MANAGEMENT OF THE SECTION OF THE S				
I/WE have read the quostions and enswers in this knowledge and belief. I/WE agree, a) that this Ap the Company shall have the authority to waive a c waive any of the Company's other rights or requir Agreement if advance payment has been made or Policy only when: 1) the Policy has been delivered lifetime of the Proposed Insured(s); and 3) the Proposed part of the application at the time conditions	application and de plication shall for omplete answer to ements. I/WE furt acknowledged be d to and accepted mosed insured(s):	clare that they are complete in a part of any Policy issue o any question in this Applic ther agree that (except as pro- low and such Agreement is by me/us; 2) the initial pre- remain in the same state of i	d, and h) that no Agent/Re ation, make or alter any co wided in the Temporary Li ued), insurance will take a will have been raid in the	presentative of intract, or ife insurance ffect under the
I/WE have paid \$to the Agent/Representation of the A	sentativo in excha ept its terms.	nge for the Temporary Life	Insurance Agreement, and	<i>V</i> we
MATERIAL TO A STATE OF THE STA				
The purpose of this authorization is to allow The I eligibility for life coverage or a claim for benefits	Lincoln National I under a life policy	ife Incurance Company has	reinafter Company, to dele	rmine
I/WE authorize any medical professional, hospital that has any records or knowledge of me/us or my. Company, its reinsurers, or any other party acting	out physical of m	entel health or insurability t	c., or any other person or a o disclose that information	agenization to the
I/WE authorize the Company to disclose medical	information to MI	B, Inc., and to other insuren	s to whom I/we may apply	for coverage.
This authorization shall be valid for two years after original. I/We will be given a copy of this authori	or it is signed. A p zation at my/our r	hotographic copy of this au equest	thorization shall be as vali	d as the
I/WE understand that I/we may revoke this author prior to notification will not be affected.	ization at any fim	by written notification to t	he Company; however, an	y action taken
If an investigative consumer report is obtained, L'u	ve EDO EDO	NOT request to be interview	ved,	
I/WE ACKNOWLEDGE receipt of the Important information.	Notice containing	the Privacy Notice, Investig	gative Consumer Report, a	nd MIB, Inc.,
Stillwater, OK	,		•	
Dated of City and State)	12600		6-	,
Signature of Proposed Insured A Richard Welbo	rn Windea	egump	) 1/13)	106
Signature of Proposed Insured B  Signature of Applicant Owner Trinite (Provide Officer's Title if policy is owned by a Corporation)  J. Mike Holder, President	Witness	in Clerons	Date Date	-07
of them and could be be seen				

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10/04 CONFIDENTIAL



# LINCOLN ULLPR-7

cpared by. John Andings Los 3838 Oak Lawn Stc 1450 Dallas, TX 75219 Tel: 214,522,7460

## A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Richard Welborn

Age: 75
Sex: Male
Class: Preferred

initial Death Benefit: Initial Death Benefit Opt.: Payment Mode: Riders: \$10,000,000 Increase/Premium Annual None

<u> Santanian (\* )</u>

Section B: Summary of Value

### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln UL<sup>LPR</sup>-7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

				Surrender V	alues	ĺ	Death Benefit			t	
Year/	Age	Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	
5 10 15 20	79 84 89 94 104	601,876 601,876 601,876 0	0 0 0 0 0	0 0 0 0 *0*	849,751 1,829,101 0 0 +0*	875,555 1,932,025 143 0 *0*	13,009,380 16,018,759 19,028,139 19,028,139 *8*	13,009,380 16,018,759 19,028,139 19,028,139 +0*	13,009,380 16,018,759 19,028,139 19,028,139 *0*	13,009,380 16,018,759 19,028,139 19,028,139 *0*	
! 6 11	75 80 85	601,876 601,876 601,876	0 0 0	0 0 0 .	0 - 1,126,486 1,784,621	0 1,162,804 1,910,855	10,601,876 13,611,255 16,620,635	10,601,876 13,611,255 16,620,635	10,601,876 13,611,255 16,620,635	10,601,876 13,611,255 16,620,635	
Cove	rage l	apses in year	r: 26	26	26	26	26	26	26	26	

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

# The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

1.5-07

2-5-07

Date

Signature of proposed insured(s)

Signature of applicant/owner (of other than the proposed insured)

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with many advisors regarding the tax effects of the jlustrated policy.

Thate

Signature of licensed agent/representat

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

a part of Lincoln National Corporation

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Page 5 of 13

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Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

# TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, it is certified that (a) the social security of Employer ID numbers shown in this application are correct taxpayer identification numbers, and (b) the helders of said numbers are not subject to any backup withholding of U.S. Federal income tax for failure to report interest or dividends.

### CERTIFICATIONS

I/WE have read the questions and answers in this application and declare that they are complete and true to the best of my (our) knowledge and belief. I/WE agree, a) that this Application shall form a part of any Policy issued, and b) that no Agent/Representative of the Company shall have the authority to waive a complete answer to any question in this Application, make or after any contract, or waive any of the Company's other rights or requirements. LWE further agree that (except as provided in the Temporary Life Insurance Agreement if advance payment has been made or acknowledged below and such Agreement issued), insurance will take effect under the Policy only when: I) the Policy has been delivered to and accepted by me/us; 2) the initial premium has been paid in full during the lifetime of the Proposed Insured(s); and 3) the Proposed Insured(s) remain in the same state of health and insurability as described in each part of the application at the time conditions 1) and 2) are met.

to the Agent/Representative in exchange for the Temporary Life Insurance Agreement, and I/we VWE have paid \$ acknowledge that I (we) fully understand and accept its terms.

# AUTHORIZETTO NOST

The purpose of this authorization is to allow The Lincoln National Life Insurance Company, hereinafter Company, to determine eligibility for life coverage or a claim for henefits under a life policy.

L/WE authorize any medical professional, hospital or other medical institution, insurer, MIB, Inc., or any other person or organization that has any records or knowledge of me/us or my/our physical or mental health or insurability to disclose that information to the Company, its reinsurers, or any other party acting on the Company's behalf.

I/WB authorize the Company to disclose medical information to MIB, Inc., and to other insurers to whom I/we may apply for covarage.

This authorization shall be valid for two years after it is signed. A photographic copy of this authorization shall be as valid as the original. I/Ws will be given a copy of this authorization at my/our request.

I/WE understand that I/we may revoke this authorization at any time by written notification to the Company; however, any action taken

If an investigative consumer report is obtained, I/we CIDO CIDO NOT request to be interviewed.

I/WE ACKNOWLEDGE receipt of the Important Notice containing the Privacy Notice, Investigative Consumer Report, and MIB, Inc.,

If policy is owned by a Cor J. Mike Holder, President

Howard Worley, JY Water

35 OK

10/64 CONFIDENTIAL



### LINCOLN ULLPR\_7

Prepared by: John Ridings Lee 3838 Oak Lawn Sto 1450 Dallas, TX 75219 Tel-714 527 7460

A LIFE INSURANCE ILLUSTRATION

Flexible Premium Adjustable Life Policy

Insured: Howard Worley

Ago: 67 Sex: Male Class: Standard initial Death Benefit: initial Death Benefit Opt.: Payment Mode: Riders: \$10,000,000 reasc/Premium Annual None

#### Section B: Summary of Values

#### The Values

Below is a summary of the illustrated surrender values and death benefits of this Lincoln ULLPR,7 illustration. The surrender values and death benefits shown below assume that the annual premium outlay amounts are paid as illustrated in Sections C & D.

			. Surrender Values				Death Benefit			
Year/Age		Annual Premium Outlay	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis	Guaranteed Basis	Midpoint Basis	Alternate Basis	Current Basis
5	71	652,812	378,329	1,047,650	1,430,426	1,464,840	13,264,061	13,264,061	13,264,061	13,264,061
10	76	652,812	· O	2,461,182	3,722,698	3,867,137	16,528,121	16,528,121	16,528,121	16,528,121
15	81	652,812	Ü	2,557,497	5,790,490	6,181,513	19,792,182	19,792,182	19,792,182	19,792,182
20	85	227,010	. 0	0	2,315,980	3,159,985	19,792,182	19,792,182	19,792,182	19,792,182
30	96	Ö	Û	ŏ	0	0	19,792,182	19,792,182	19,792,182	19,792,182
4	70	652,812	302,833	748,022	1,023,475	1,046,164	12.611.249	12,611,249	12,611,249	12,611,249
9	75	652,812	6,608	2,205,979	3,232,433	3,346,702	15,875,309	15,875,309	15,875,309	15,875,309
14	80	652,812	´ 0	2,795,750	5,482,980	5,809,246	19,139,370	19,139,370	19,139,370	19,139,370
Coverage lapses in year:			·: 38	38	38	38	38	38	38	38

NOTE: If "0"appears in the surrender value or fund value column, the premium outlay will no longer provide for a surrender value or fund value. "0" in the fund value column may indicate a negative number. If \*0\* appears in any of the above columns, the policy is lapsing without value.

### The Statements

I (We) have received a copy of this illustration and understand that any non-guaranteed elements illustrated are subject to change and could be either higher or lower. The licensed agent/representative has told me (us) they are not guaranteed. I understand that this illustration is not a contract and that the terms of the policy constitute the actual agreement of coverage. I have been advised to consult with my own tax advisors regarding the tax effects of the illustrated policy and also with respect to its valuation.

-20-07

1-29-07 Date Transfer of proposed insured (3)

Signature of applicant/owner (if other than the proposed insured) J. Mike Holder

I certify that this illustration has been presented to the applicant/owner and that I have explained that any non-guaranteed elements illustrated are subject to change. I have made no statements that are inconsistent with the illustration. I have advised the applicant/owner to consult with favadvisors regarding the tax effects of the illustrated policy.

Date

ignature of licensed agent/representative

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY a part of Lincoln National Corporation

LLA0510-0566

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Page 5 of 13

CAI 5954

v2006.4.1

February 1, 2007 11:38am

From: "Joel W. Reese" < joel.reese@rgmfirm.com>

Subject: Fwd: Subpoena - Cowboy Athletics & T. Boone Pickins issued to Lincoln Benefit Life Company

Date: December 6, 2011 1:13:49 PM PST

To: hoopsdad@allstate.com

Cc: Mary Rahmes <mary.rahmes@gmlawyers.com>, "Bradley M. Gordon" <br/> <br/> drad.gordon@rgmfirm.com>

#### Ms. Hoops:

Pursuant to our motion for protective order, we request that you not produce documents until the Court has had an opportunity to rule on our motion for protective order. As we have explained in our motion, we think the subpoena is improper.

I have copied opposing counsel on this email so she will understand our request. I do not believe that counsel that issued the subpoena can enforce the subpoena until the court has had an opportunity to rule on our motion for protective order (which would effectively eliminate the subpoena, if granted).

#### Joel Reese

Direct: (214) 382-9801

Visit our new website at www.rgmfirm.com

#### Begin forwarded message:

From: "Hoops, Denice" < HOOPSDAD@allstate.com>

Date: December 6, 2011 2:26:50 PM CST

To: <br/>
<br/>
<br/>
digardon@rqmfirm.com>

Subject: Subpoena - Cowboy Athletics & T. Boone Pickins issued to Lincoln Benefit Life Company

#### Mr. Gordon:

Regarding the above-referenced subpoena, we have received your mailing of December 2, 2011. The cover letter indicates the Third Party Defendants have requested a protective order in connection with the subpoena.

However, the draft Order included as Exhibit D to the Third-Party Defendants' Motion for Protective Order and Brief in Support states:

"It is Therefore Ordered that the Third-Party Defendants' objections to the Subpoenas, as that term is defined in the Motion, are sustained, and Cowboy Athletics, Inc. and Pickens are barred from seeking the discovery set forth in the Subpoenas."

Lincoln Benefit has requested and received an extension for response from Ms. Rahmes, however, she could not comment on the Motion or the Order at this time. She did point out that the filing was a Motion for a Protection Order and not a Motion to Quash.

The text in the drafted Order is confusing. A Motion for a Protection Order would not affect our requirement to produce the documents. If the Judge signs the Order in Exhibit D, the text quoted above makes it appear that the production of the documents is barred.

Your explanation is requested. Based upon the extension granted, I need to send out the response documents no later than Thursday afternoon, December 8. Your prompt attention to this matter will be greatly appreciated.

Denice Hoops
Senior Law Assistant
Lincoln Benefit Life Company
Financial Law & Regulation Department
2940 South 84th Street, 1B3
Lincoln, NE 68506
(402)328-5701
(800)525-2799, ext 85701
(877)511-5879, fax

\*\*\*\* NOTE: This message and attachments contain information which is CONFIDENTIAL AND LEGALLY PRIVILEGED BY THE ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT DOCTRINE. The information contained herein is intended only for the individual or entity named in this message. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is STRICTLY PROHIBITED. If you reviewed this message in error, please notify us by telephone at (800)525-2799, extension 85701 and then kindly DESTROY all messages and attachments. \* \*

# **GIANELLI & MORRIS**

TIMOTHY J. MORRIS tim.morris@gmlawyers.com

RICHARD R. FRUTO richard.fruto@gnlawyers.com

A LAW CORPORATION 888 West Sixth Street, Ninth Floor Los Angeles, California 90017

Telephone: (213) 489-1600 Facsimile (213) 489-1611

December 9, 2011

By Email and U.S. Mail

Joel W. Reese
Bradley M. Gordon
REESE GORDON MARKETOS LLP
750 N. Saint Paul Street, Suite 610
Dallas, Texas 75201
(214) 382-9810; FAX 214.501.0731
Email: joel.reese@rgmfirm.com
brad.gordon@rgmfirm.com

Re: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al. USDC-Northern District of Texas, Case No. 3:10-cv-00173-P

Dear Counsel:

We have been contacted by counsel and representatives for certain insurance companies on whom we served document subpoenas regarding T. Boone Pickens' insurance policies. As a result, it has come to our attention that you unilaterally served all of the 13 entities with a letter dated December 2, 2011, and a copy of your motion for protective order.

None of these companies have objected to the subpoenas. However, based upon those inquiries and your email response to Denice Hoops at Lincoln Benefit Life, we understand that you are instructing them that they need not comply with the subpoenas until the Court rules on your motion.

First, none of them were on the proof of service when we were served with the motion. So until they contacted us, we were unaware that they had been served with the motion and also instructed not to comply with the subpoena.

Second, we are unaware that bringing a motion for protective order based only on objections to relevance, as set forth in your motion, is equivalent to a motion to quash. Under Rule 45(c)(3), a motion to quash in the court that issued the subpoena, not a motion for protective order, is the only appropriate method to prevent compliance with a subpoena. That is particularly so when the motion for protective order is not even brought in the court that issued

Joel W. Reese, Esq. REESE GORDON MARKETOS LLP December 9, 2011 Page 2

the subpoena and is instead filed in a court that has no jurisdiction over the subpoenaed party, as here. See *In re Clients and Former Clients of Baron & Budd, P.C.*, 478 F.3d 670 (5th Cir. 2007)(recognizing that only issuing court has jurisdiction to hear motion to quash, except where subpoena is issued in MDL litigation). Moreover, in the Fifth Circuit, as well as the Northern District of Texas, a party has no standing to challenge a third-party subpoena on relevance grounds, as here with your motion. See *Brown v. Braddick*, 595 F.2d 961, 967 (5<sup>th</sup> Cir. 1979); *Canyon Partners, L.P. v. Developers Diversified Realty Corp.*, 2005 U.S. Dist. LEXIS 26782, 4 (N.D. Texas 2005). If you have any authority to the contrary, please point us to it.

Third, we are also unaware that bringing a motion for protective order, which Rule 45(c)(3) does not provide for, allows you to instruct third-parties served with a subpoena not to comply with the subpoena until the motion is ruled on. Again, if you have authority that you can instruct a subpoenaed party so, please let us know.

Finally, we demand that you advise us who you contacted about the subpoenas, when, and what you specifically advised them about complying with the subpoenas. Further, unless you present any authority in support of your actions, we demand that you advise counsel and representatives of the subpoenaed entities that you erred in advising them that they need not comply with the subpoenas at this time. Otherwise, we will advise the Court in any opposition to your motion that you are interfering with the subpoena process in the actions you've taken with respect to the motion.

With kind regards

TIMOTHY J/MORRIS RICHARD R. FRUTO

RRF/cg

From: Connie Gonzales < connie.gonzales@gmlawyers.com>

Subject: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al.

Date: December 9, 2011 10:54:49 AM PST

To: Joel.reese@rgmfirm.com, brad.gordon@rgmfirm.com

1 Attachment, 86.7 KB

Dear Counsel, attached please find correspondence from Richard R. Fruto dated today. Original will follow via mail.

Connie Gonzales Assistant to Richard R. Fruto Gianelli & Morris 888 W. Sixth Street, 9th Floor Los Angeles, CA 90017 Tel: 213.489.1600 / Fax: 213.489.1611 connie.gonzales@gmlawyers.com

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Genworth

Genworth Life Insurance Company

700 Main Street, PO Box 1280 Lynchburg, VA 24504 (888) 325-5433 (434) 948-5819 fax www.genworth.com

Mary V. Barney Associate General Counsel

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DEC 07 2011

December 5, 2011

GIANELLI & MORRIS

Bradley M. Gordon Reese Gordon Marketos 750 N. St. Paul Street, Suite 610 Dallas, TX 75201

VIA FEDERAL EXPRESS 2<sup>ND</sup> DAY

Re:

The Lincoln National Life Insurance Company v. Cowboy Athletics, Inc.

and T. Boone Pickens

Dear Mr. Gordon:

We received your letter dated December 2, 2011. We will not take further action on the subpoena until we receive a court order in response to your motion to quash or notice of an agreement among the parties concerning the motion.

We note, however, that we had already produced certain information before receiving your motion. Our production was not complete, and as noted above, we will take no further action until the matter is resolved.

Very truly yours,

Mary V. Barney

Associate General Counsel

MVB/bc

يرُCc:

Mary T. Rahmes, Esq. Gianelli & Morris

888 West Sixth Street, 9th Floor

Los Angeles, CA 90017

From: (434) 948-5563 Barbara Campbeli Genworth Financial 3100 Albert Lankford Drive

Lynchburg, VA 24501

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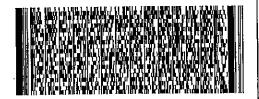
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December 8, 2011

# Via First Class Mail

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DEC 1 3 2011

Mary T. Rahmes, Esquire Gianelli & Morris 888 West Sixth Street, 9<sup>th</sup> Floor Los Angeles, CA 90017

Gladelli & MORRIS

Bradley M. Gordon, Esquire Reese Gordon Marketos 750 N. St. Paul Street, Suite 610 Dallas, TX 75201

Andrew G. Jubinsky, Esquire Figari & Davenport LLP 3400 Bank of America Plaza 901 Main Street, LB 125 Dallas, TX 75202-3796

> Re: The Lincoln National Life Insurance Company v. Cowboy Athletics, Inc. and T. Boone Pickens

Dear Ms. Rahmes, Mr. Gordon & Mr. Jubinsky:

We are in receipt of a subpoena in the matter of *The Lincoln National Life Insurance Company v. Cowboy Athletics, Inc. and T. Boone Pickens* dated November 18, 2011 and served on Massachusetts Mutual Life Insurance Company ("MassMutual") on November 21, 2011.

Our response to the subpoena is currently due on December 12, 2011. We have received Mr. Gordon's letter dated December 2, 2011 informing us that he has filed Third-Party Defendant's Motion for Protective Order and Brief in Support seeking to relieve MassMutual of any obligation under the subpoena. As such, MassMutual will not respond to the subpoena until the parties inform MassMutual as to the disposition of Third-Party Defendant's Motion for Protective Order.

In the event that you are made aware of the disposition or that a motion to modify the subpoena has been filed by the respondent, please forward such documentation directly to my attention.

MassMutual Financial Group is a marketing name for Massachusetts Mutual Life Insurance Company (MassMutual) and its affiliated companies and sales representatives.

Springfield, MA 01111-0001 • (413) 788-8411

S1002 410

Ms. Rahmes, Mr. Gordon & Mr. Jubinsky December 8, 2011 Page 2

Should you have any questions or concerns, please do not hesitate to contact me directly at (413) 744-0347.

Sincerely,

Susana M. Marques Senior Paralegal

Susana M. Marque

From: "Hoops, Denice" <HOOPSDAD@allstate.com>

garagerages people of the second second second second as a second second of the second 
Subject: FW: The Lincoln National Life Ins. Co., et al. v. Cowboy Athletics, Inc. et al.

Date: December 20, 2011 8:19:33 AM PST
To: <mary.rahmes@gmlawyers.com>
Cc: <joel.reese@rgmfirm.com>

#### Hi Marv:

I had our attorney review this email string and the correspondence received from both Bradley Gordon and Richard R. Fruto regarding the subpoena requests. Our position is that we are waiting to hear the outcome of the hearing Joel Reese references below. If the Court rules that the documents are to be produced, we will produce them immediately. If the Court rules that the documents are not to be produced, we will not provide the documents.

Denice Hoops Senior Law Assistant Alistate Financial Law & Regulation Department 2940 South 84th Street, 1B3 Lincoln, NE 68506 (402)328-5701 (800)525-2799, ext 85701 (877)511-5879, fax NOTE: This message and attachments contain information which is CONFIDENTIAL AND LEGALLY PRIVILEGED BY THE ATTORNEY-CLIENT AND/OR ATTORNEY WORK PRODUCT DOCTRINE. The information contained herein is intended only for the individual or entity named in this message. If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this information is STRICTLY PROHIBITED. If you received this message in error, please notify us by telephone at (800)525-2799, extension 85701 and then kindly DESTROY all messages and attachments. \* \* \* \*

----Original Message----From: Joel W. Reese [mailto:joel.reese@rgmfirm.com] Sent: Friday, December 09, 2011 1:34 PM To: Connie Gonzales

Cc: brad.gordon@rgmfirm.com; Hoops, Denice; mary.barney@genworth.com; stephen.baker@dbr.com; david.brown@dbr.com; andrew.lorin@dbr.com; grant.nichols@dbr.com; gregory.star@dbr.com; charles.vinicombe@dbr.com; andrew.jubinsky@dbr.com; ray.walker@figdav.com; stacy@stacyconder.com; howie@stacyconder.com; wab@bickelbrewer.com; jyc@bickelbrewer.com; jsr@bickelbrewer.com; alya.taha@rgmfirm.com; silvetti@stacyponder.com; spencer@stacyponder.com; Richard Fruto; Tim Morris; Rob Gianelli; Mary Rahmes; Diane Schmidt; Shayn Adamson Subject: Re: The Lincoln National Llfe Ins. Co., et al. v. Cowboy Athletics, Inc. et al.

I propose that we resolve this dispute by having a brief hearing on our motion. We believe that Cowboy Athletics has abused the subpoena process by requesting documents that have nothing to do with this case. Now Cowboy Athletics is trying to force the production of the documents before a hearing can be held. We think the third parties are justified in waiting to see how the court rules on the matter. Let's have a hearing. If we are wrong, you will get the documents. If we are correct, then we have prevent the unnecessary production of documents by 16 third parties in multiple jurisdictions.

Tell me what time and date would be convenient for a hearing and we will schedule the hearing immediately.

Joel Reese

Sent from my iPhone

On Dec 9, 2011, at 12:54 PM, Connie Gonzales <connie.gonzales@gmlawyers.com> wrote:

Dear Counsel, attached please find correspondence from Richard R. Fruto dated today. Original will follow via mail.

Connie Gonzales Assistant to Richard R. Fruto Gianelli & Morris 888 W. Sixth Street, 9th Floor Los Angeles, CA 90017 Tel: 213.489.1600 / Fax: 213.489.1611 connie.gonzales@gmlawyers.com

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**EXHIBIT 10 109** 

From: "LeMosy, Judy" <LeMosy.Judy@principal.com>

Subject: Lincoln National Life Insurance vs Cowboy Athletics et al.

Date: December 22, 2011 12:20:02 PM PST

To: "mary.rahmes@gmlawyers.com" <mary.rahmes@gmlawyers.com>

#### Mary,

I spoke with Hannah and confirmed that she believes that it is best for Principal Life to wait for the court's response on the Motion for Protective Order filed by the 3rd party defendants.

Please let us know if there are any questions or if you need anything further.

Thanks and regards,

Judy LeMosy / Paralegal Analyst / Principal Financial Group / Ph: (515) 247-0944 / Fax: (866) 496-6527

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